

<u>Samsung KidsTime[™] Authors' Award 2016</u> <u>Terms and Conditions</u>

1. The Samsung KidsTime[™] Authors' Award 2016 (the "Award") contest ("Contest") is organised by the National Book Development Council of Singapore ("Organiser" or "NBDCS") located at 50 Geylang East Avenue 1 Singapore 389777. The NBDCS, founded in 1969, promotes reading and literature, and champions the literary work of Singaporeans and Asians.

The sponsor of the Award is Samsung Asia Pte Ltd ("Sponsor" or "Samsung") located at 30 Pasir Panjang Road #17-31/32 Mapletree Business City Singapore 117440.

- 2. By participating in this Contest, each Contestant agrees to be bound by these Terms and Conditions. All rules and regulations and instructions issued by the Organiser from time to time will be deemed incorporated in these Terms and Conditions. The Organiser reserves the right to amend the Terms and Conditions of the Contest at any time, without prior notice.
- 3. Each Contestant ("Contestant") must be the creator of the Work who is an individual who is at least 18 years old on 1st June 2015, and a citizen of an ASEAN country (as listed below), regardless whether residing in ASEAN or outside ASEAN. If there is more than one creator of the Work, then all creators must enter the Contest together.
- 4. For the purpose of this award, ASEAN countries comprise the following 10 nations:

Brunei	Malaysia	Thailand
Cambodia	Myanmar	Vietnam
Indonesia	Philippines	
Laos	Singapore	

- 5. Eligible Works must fulfil the following criteria:
 - (a) Must be a picture book targeted at children 3-10 years of age;
 - (b) Must be Asian in content;
 - (c) Can be an unpublished manuscript or a published book;
 - (d) Should not have been published / exploited as an app in any commercial app store;
 - (e) Submissions need not be in English, but must include an English translation for the purposes of judging.
 - (f) Submissions must not have been previously entered for a previous iteration of the Contest.
- 6. All entries must be emailed to info@bookcouncil.sg as soft copies, and must include the following:
 - (a) An official entry form, duly filled in by the Contestant;
 - (b) A recent photograph of the Contestant;
 - (c) A short biography of the Contestant, and a summary of the Work, each not more than 50 words;
 - (d) A copy of the official photo ID of the Contestant;
 - (e) a soft copy of the Work
- 7. A Contestant may submit more than one Work for the Contest, provided that the Works are different and not variations of the same Work.



8. All entries should be submitted by email to: <u>info@bookcouncil.sg</u> with the subject heading

Samsung KidsTime Authors' Award 2016 Submission – Published Work or

Samsung KidsTime Authors' Award 2016 Submission – Unpublished Work

- 9. Entries may be submitted by either the Contestant or his/her Publisher, whichever party possesses the requisite rights to allow Samsung to create online and mobile content derived from the Work.
- 10. All entries must be received by the Organiser not later than 4 January 2016 at 5.00pm Singapore time. All entries submitted after the specified closing date and time, or submitted through any other means other than according with these Terms and Conditions, or submissions which are not in compliance with these Terms and Conditions, will not be eligible for the Contest. Any complaints on missing and/or delayed submissions shall not be entertained.
- 11. The Organiser will check details concerning the eligibility of each Contestant and the Work submitted. Only Works from Contestants who meet the criteria will be accepted and sent to the judges. An independent panel of five judges selected by the Organiser and who are experts in the field of children's and young adult books and/or children's and young adult online and mobile content, will select the winners from among the Works submitted by the Organiser. The Organiser's and judges' decisions are final, and no further claims, appeals or correspondence will be entertained.
- 12. There will be up to two 2 winning entries per ASEAN country, each with an SGD\$2,000 cash prize and an SGD\$2,000 digitisation grant for conversion of the Work into online and/or mobile content derivatives (sponsored by Samsung). There will be up to 8 merit awards per ASEAN country, each with an SGD\$2,000 digitisation grant for conversion of Works into online and/or mobile content derivatives (sponsored by Samsung).
- 13. As a condition of the Contest, each winner and his/her Publisher has the option to enter into Samsung's standard licensing agreement, which includes revenue sharing, to grant an exclusive license of the Work to Samsung to digitize and create online and/or mobile content derived from any of the winning Works, and to exploit and distribute such Work through the Samsung KidsTime platform for a period of 12 months. The winner and the Publisher shall continue to reserve their rights to exploit the Works in other forms of media. For the avoidance of doubt, Samsung is not obliged to create online and/or mobile content derived from any of the winning Works.
- 14. The Organiser reserves the right not to award any of prizes should, in the Organiser's opinion, the entries fail to meet the required standard. The Organiser may also decide not to award the prize to consecutive winners. The Organiser reserves the right to disqualify any Contestant suspected of fraud, or if the Organiser believes that Contestant's results has been manipulated by man, machines or computers.
- 15. Each winner will be notified by e-mail within 7 working days upon conclusion of the judging of entries, with information and instructions on where/when/how to collect his/her prize. The winners will be separately announced in major newspapers and other media in all ASEAN countries.



- 16. Winners will be required to present their official photo ID for verification purposes to redeem the prize in person at the location specified by the Organiser. A photocopy of the winner's photo ID and an authorisation letter signed by the winner are necessary if the prize is collected by a proxy.
- 17. Each of the prizes must be redeemed within 2 months from notification by the Organiser. In the event that any prize is unclaimed within such period, or there is no winner determined in respect of the prize, it will be donated to a charity selected by the Organiser.
- 18. Each Contestant represents and warrants that (i) his/her Work is original, he/she (and Contestant's Publisher if any) possesses the exclusive rights to each Work submitted hereunder, he/she (and Contestant's Publisher if any) has the full and unrestricted right to transfer and/or license the Work to Samsung free and clear of any claims or encumbrances, and that the Work shall not infringe the intellectual property, privacy, publicity or other rights or interest of any third party or result in any other liability; and (ii) his/her Work does not contain anything that may be deemed by the Organiser to be offensive, libellous, defamatory, obscene, indecent, sexually explicit, hateful, harassing or threatening or otherwise illegal, offensive or objectionable. The Organiser reserves the right to remove and disqualify any entry in breach of these Terms and Conditions and to report such violations to the authorities if deemed necessary.
- 19. By entering the Contest, each Contestant agrees to receive communications from the Organiser and the Sponsor electronically. The Organiser and the Sponsor will communicate with the Contestant by electronic mail at the electronic mail address provided by the Contestant or posting notices on the Contest website or any other website that may be generally designated in advance for such purpose. The Contestant consents to receiving electronically all agreements, notices, disclosures and other communications that the Organiser and the Sponsor provides to the Contestant.
- 20. Each Contestant agrees that the Organiser and the Sponsor shall be at liberty to publish, promote, copy, reproduce, transmit, display, edit, adapt, modify, create derivative works of and/or otherwise distribute or use his/her particulars (including any publicly available Facebook profile photo and details) and/or the entries (or any part thereof): (i) in connection with this Contest; (ii) for the promotion and publicity of this Contest; (iii) in any manner, format or media whether now known or hereinafter created, and in any part of the world, including without limitation on online platforms such as Facebook and YouTube; (iv) at Organiser's and Sponsor's sole direction; and (v) royalty-free and without any obligation of attribution or consent. Each Contestant agrees to take part in any and all marketing, promotional, publicity exercises with respect to the Contest; agrees for the Organiser and the Sponsor to use his/her name, voice, photograph, likeness or other personal identifiable information in any media for the promotion and publicity of this Contest; and grants to the Organiser and the Sponsor all consents and waivers necessary hereunder, including in respect of any promotional photographs and/or audio/ video recordings taken in respect of the Contest.
- 21. If this Contest is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the Organiser's control, the Organiser reserves the right in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Contest, as appropriate.



- 22. The Organiser and the Sponsor do not undertake any responsibility or obligation to ensure that any prize will be delivered to any prize winner. To the fullest extent permissible under applicable law, the Organiser and the Sponsor disclaim all warranties and representations of any kind, express or implied, including any representation that any prize shall be delivered or transferred to the winner(s). Except for any liability that cannot be excluded by law, the Organiser and the Sponsor (including their officers, employees and agents) excludes all liability (including for negligence), for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Contest, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Organiser's or and the Sponsor control); (b) any theft, unauthorised access or third party interference; (c) any entry, claim or prize(s) that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Organiser and the Sponsor) due to any reason beyond the reasonable control of the Organiser and the Sponsor; (d) any variation to the prize(s) value to that stated in these Terms & Conditions: (e) any tax liability incurred by a Contestant: or (f) use of the prize(s).
- 23. The Organiser and the Sponsor collect personal information in order to conduct the Contest and may, for this purpose, use or disclose such information in accordance with these Terms and Conditions and (in the case of Samsung) the Samsung Privacy Policy (www.samsung.com/sg/info/privacy.html). Each Contestant consents to such collection, use and disclosure or his/her personal information for such purpose. Contestant represents and warrants that all information provided is true and accurate in all respects. Validity of an entry is conditional on providing this information. The Organiser and the Sponsor may, for a reasonable period of time, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Contestant.
- 24. Each Contestant agrees to indemnify and hold the Organiser and the Sponsor harmless from and against any and all claims, damages, liabilities, costs and expenses (including legal costs on an indemnity basis) arising from the alleged or actual infringement of any third party copyright, patent, trademark or other intellectual property rights, or other rights, any breach of these Terms and Conditions and/or arising out of or in connection with the Contest.
- 25. Except where expressly provided herein, each Contestant shall bear his/her own costs and expenses incurred and/or arising from his/her participation in the Contest, and no reimbursement may be sought from the Organiser and the Sponsor.
- 26. Each Contestant shall not, without the prior written approval of the Organiser, speak to the press or any other media, or give any interviews or comments relating to the Contest.
- 27. These Terms and Conditions shall be governed and construed in accordance with the laws of Singapore, and each Contestant irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore.