

## **Terms & Conditions**

### A. Entry Criteria

1. This contest is opened to all tertiary students who are Singapore citizens, Permanent Residents and foreigners residing in Singapore, except employees of FairPrice and their immediate family members.
2. Each participant is eligible to submit more than one (1) entry. Submissions can be a group or individual effort, but it can only be submitted under one name.
3. The designs submitted must be original, unpublished and created by the participants, and should not have been entered / should not be entered into any other design related competition.

### B. Contest Entry

4. Hard copy entries to be submitted via mail to:  
*FairPrice Reusable Shopping Bag Design Competition*  
*NTUC Fairprice Co-operative Ltd*  
*680 Upper Thomson Road*  
*Singapore 787103*  
Soft entries to be submitted via email to [ReusableBagDesign@fairprice.com.sg](mailto:ReusableBagDesign@fairprice.com.sg) .  
All submitted entries, whether in hard copy or soft copy, will not be returned.
5. All entries must be fully completed with entrant's personal particulars such as full name, mobile number, email, home address and name of school.
6. For soft copy submissions, kindly note that the files should **not exceed 1MB** and the preferred format is JPEG.
7. All entries must be submitted by **12pm on 16 December 2009**.
8. Any cost incurred in participating in this competition shall be at the sole expense of the participant.

### C. Disqualification

9. FairPrice reserves the right to disqualify any entry that does not meet any of the rules and regulations of this contest, including entries with invalid or incorrect information.
10. Any entry made giving another person's (or a false) name or an entry containing any other dishonest information will be disqualified.
11. Designs with obscene, offensive, racist or pornographic content and/or with copyright infringement will be disqualified and may be referred to the relevant authorities.

#### D. Judges' Decision

12. Each design for the reusable shopping bag shall be considered and judged independent of other designs the same entrant may have submitted.
13. A panel of judges (the "judging panel") appointed by the competition organizers will have the absolute discretion to select the winning designs for the FairPrice reusable shopping bag.
14. The judges' decisions are final and no correspondence or claim in relation to the judges' decisions will be entertained.

#### E. Prizes and Winners

15. Prizes are given out in the form of Philips vouchers and a FairPrice Certificate of Achievement.
16. Results of this contest will be announced on the FairPrice Online website at <http://www.fairprice.com.sg>. All winners will also be notified by post or email.
17. All prizes must be collected in person at the FairPrice office at 680 Upper Thomson Road, Singapore 787103, within one month from the date of the postal or email notification, failing which the unclaimed prize shall be deemed to have been forfeited.

#### F. Disclaimer

18. Notwithstanding any of the above, FairPrice is entitled to accept any design for this competition without further query or analysis into the legality, decency and originality of the name(s). FairPrice reserves the right to assess any submitted name(s) solely from the perspective of its meaning.

#### G. Acceptance of Entry

19. Upon submission of any suggested name for entry to this competition, the entrant shall be deemed to have understood, agreed to and accepted all the contents, terms and conditions of the competition.
20. FairPrice reserves the right to use, modify, adapt, publicise, reproduce, assign and dispose, in any manner and for any purpose whatsoever, any and all suggested design(s) (or part thereof) submitted for the competition, including without limitation using a submitted design (or part thereof) for items other than the reusable shopping bag or otherwise (the "**Exclusive Right of Use**").
  - a) FairPrice shall be entitled to exercise the Exclusive Right of Use without obtaining the prior permission (which shall be deemed to have been given by the entrant to FairPrice upon entry into this competition) of the relevant entrant and without any payment, compensation or credit in any form to the said entrant.

- b) Subject to FairPrice's Exclusive Right of Use, should the relevant entrant at any time wish to use, modify, adapt, publicise, reproduce or dispose in any manner whatsoever, any design(s) (or part thereof) submitted for this competition, the said entrant shall obtain FairPrice's prior written consent to the use, modification, adaptation, publication or reproduction, whichever is applicable, such consent to be subject to FairPrice's absolute discretion, failing which the entrant shall not proceed.
- c) For the avoidance of doubt, the said entrant has no right of review or approval of FairPrice's exercise of the Exclusive Right of Use.

21. Intellectual property rights (if any) in all submitted designs shall vest with FairPrice upon the entrant(s)' participation in this competition and without prejudice to any of the above, FairPrice reserves the exclusive right to exercise the aforesaid intellectual property rights ("**IP Rights**"), including without limitation the exclusive right to register a trademark of any mark which has incorporated, is a modification of, been adapted from, is similar to or has used in any manner whatsoever any part or the whole of, any design submitted for this competition, in any jurisdiction and for any class or category (the "**Exclusive Right to Trademark**").

- d) FairPrice shall be entitled to exercise the IP Rights and the Exclusive Right to Trademark without obtaining the prior permission (which shall be deemed to have been given by the entrant to FairPrice upon entry into this competition) of the relevant entrant and without any payment, compensation or credit in any form to the said entrant.
- e) Subject to FairPrice's IP rights and Exclusive Right to Trademark, should the entrant at any time wish to register a trademark of any mark which has incorporated, is a modification of, been adapted from, is similar to or has used in any manner whatsoever any part or the whole of, any design submitted for this competition, the said entrant shall obtain FairPrice's prior written consent to the said trademark registration, such consent to be subject to FairPrice's absolute discretion, failing which the entrant shall not proceed.
- f) For the avoidance of doubt, the said entrant has no right of review or approval of FairPrice's exercise of the IP Rights and the Exclusive Right to Trademark.

22. FairPrice reserves the absolute right and discretion to decide any issue(s) not expressly covered in this Entry Form and such decision shall be final and binding. In the event that an entrant should disagree with any decision made by FairPrice, the said entrant will have the right to withdraw his or her entry/entries provided that all related expenses incurred by the entrant or FairPrice shall be borne solely by the entrant, including but not limited to any loss, cost or expense FairPrice may suffer if the said withdrawal is after the said entry has been selected as a winning entry.