

General Terms and Conditions

For the Singapore Artificial Intelligence (“AI”) Capture-the Flag (“CTF”) event organised by Government Technology Agency

1. Definitions

1. The following terms shall have the meanings ascribed below:

1. “Competition” means the Singapore AI CTF event and competition organised by GovTech with its competition website at <https://www.tech.gov.sg/media/events/singapore-ai-ctf-2024>.
2. “Competition Platform” or “Platform” means the computer systems and services providing the computer processes and environment for the Competition;
3. “GovTech” means Government Technology Agency, a statutory board constituted under the Government Technology Agency Act 2016 (Act 23 of 2016);
4. “Intellectual Property Rights” or “IP” means all copyrights, trademarks, patents, trade secrets and all other intellectual property rights or proprietary rights;
5. “Organising Committee” means GovTech’s employees and personnel tasked with administering and managing the Competition;
6. “Party” shall mean each Participant or GovTech, “Parties” means the Participants and GovTech collectively;
7. “Participants” means all persons of the registered teams individually and collectively, that are participating in the Competition. “Participant” means each of the Participants;
8. “Rules” or “Competition Rules” mean the rules, regulations and decisions prescribed by GovTech for the Competition, including these terms and conditions set out herein and those set out at <https://www.tech.gov.sg/media/events/singapore-ai-ctf-2024>

2. Reference to “Clauses” or “Clause” shall refer to the clauses or clause of these terms and conditions and shall include all sub-clauses of the respective clauses being referred to. These terms and conditions set out herein may be referred to as these or the “Terms and Conditions”.

2. Compliance

1. By participating in the Competition, all Participants are deemed to have agreed to and shall always fully comply with the Rules prescribed by GovTech and as may be modified, added to or updated from time to time. All decisions made by GovTech in relation to the Competition, including the award or non-award of prizes and other benefits, shall be in the sole discretion of GovTech and shall be final and binding on all Participants.

3. Materials Submitted

1. All computer code, programs, software, documents, or materials (“Code”) used or submitted by the Participants shall not contain any confidential or proprietary information of any party without that party’s prior permission and consent. Each Participant warrants and represents that it has the requisite right and license to submit these Code to GovTech for purposes of the Competition.

4. Prohibited Acts

1. To maintain the integrity and fairness of the Competition the following must at all times be observed with by all Participants:
 1. Illegal, immoral or unethical activities or behaviour of any kind is strictly forbidden;
 2. No form of collusion, cheating, coercion, or intimidation shall be practised or condoned;
 3. Any acts of sabotage, tampering, misuse, attacks that are outside of the Competition environment is expressly forbidden;
 4. Any violations related to the above may result in immediate disqualification.
2. Should Participants have any doubt or concerns over whether any particular course of conduct or action intended by them in the Competition is appropriate or otherwise, Participants are encouraged to seek clarifications from the Organising Committee.

5. Confidentiality

1. Any document, material or information which GovTech discloses to the Participants that are marked as “Confidential” or with other similar indicia are to be kept confidential by the Participants and shall not be disclosed by the Participants to any third parties (including any other Participant) without the prior written consent of GovTech. The Participants shall not use the Confidential Information for purposes other than to participate or compete in the Competition.

2. Confidential Information shall not include information that are in the public domain through no fault or breach of receiving the Participants and shall not include information already rightfully known by the receiving Participants without obligations of confidentiality prior to its disclosure to the receiving Participants by GovTech.

6. Consent to Monitoring

1. Participants understand and acknowledge that GovTech and its agents may in their discretion, monitor all activities and processes of the Participants on the Competition Platform or environment, and may intercept or otherwise terminate any activity or process, if GovTech is of the opinion that such action is necessary for the security and integrity of the Competition.

7. Intellectual Property

1. Except as provided for otherwise in this Clause 7, nothing in this Clause 7 shall affect the ownership or the right to license IP of any party.
2. Participants hereby grant or shall procure a grant to GovTech, the Government of Singapore and all its statutory boards and agencies (collectively referred to as the “GovTech Entities”) the right and license to use all computer code, programs, software, technical and other materials submitted by or introduced by the Participants for purposes of the Competition.
3. Any computer program, code or application released by GovTech for the Competition (referred to as “GovTech Code”) to the Participants may only be used for the Competition and lawful purposes only. GovTech retains all rights and title to such GovTech Code.

8. Disclaimer of Liability

1. By submitting its application or participating in the Competition, all Participants hereby agree to assume all risks and waive all rights to claim against GovTech, the Government of Singapore and all of its statutory boards and agencies (referred to collectively as “GovTech Entities”). To the extent permitted by law, the GovTech Entities shall have no liability or responsibility whatsoever under contract, tort or any other causes of action, for any direct or indirect losses or damages which the Participants may suffer or incur, including any loss of property, revenue, expectations of gain or profit, loss of or corruption to data, damage to computer systems, and/or loss of confidentiality of information, all of which the GovTech Entities hereby expressly disclaim any liability or responsibility

for. In particular, due to the nature of the Competition and its environment, all Participants shall have the sole responsibility to protect their own computer systems against harm, damage, loss, threats, attacks and malicious activity of any kind and nature, whether intentional or otherwise, and the GovTech Entities shall have no liability or responsibility whatsoever to the Participants, arising from any such harm, damage, loss, threats, attacks and malicious activity however arising. The aforesaid disclaimers of liability shall apply regardless of whether the GovTech Entities have knowledge of the possibility of such losses or damages so disclaimed or otherwise, and regardless that these losses and damages are foreseeable, or otherwise.

2. The Competition, Platform, services, computer program, code, application and materials provided by GovTech are without any warranty and/or guarantee of any nature, whether express or implied, and are provided on an as “as-is” and “with all faults” basis. Any warranty of merchantability, fitness of purpose, uninterrupted use, warranty, non-infringement and absence of defects or faults are hereby expressly disclaimed. The above exemptions, liabilities and disclaimers shall apply to the maximum permitted by law.
3. Participants are expected to bear their own costs and expenses incurred in connection with the Competition.
4. GovTech reserves the right at its sole discretion at any time to cancel, terminate, modify or suspend the Competition without the need to assign any reason. GovTech further reserves the right at its sole discretion to disqualify any Participant which GovTech deems to have been guilty of fraudulent, dishonest or other wrongful conduct without the need to assign any reason. GovTech shall have no liability or responsibility to any Participant affected by the aforesaid actions.

9. Warranty, Indemnity

1. The Participants warrant and represent to the GovTech Entities that their Code are their own original works or that they have the right and license to submit their Code for the Competition. Each Participant agrees not to submit any Code that infringes the IP of the GovTech Entities or any third party.
2. Each and every Participant agrees to defend, indemnify and keep indemnified the GovTech Entities at all times from and against all liabilities, claims, actions, demands, losses, damages, costs and expenses (including reasonable legal costs and expenses) suffered or

incurred by all or any of the GovTech Entities resulting from: (1) any breach of the Rules by the Participant; (2) any claims and actions alleging that the respective Participant's Code infringes the IP of any person; (3) any harm or damage caused by the Participant to any third party; and/or (4) any fraudulent or wilful representation or conduct of the Participant.

10. General

1. Disputes: These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Parties irrevocably agree that the courts of Singapore shall have exclusive jurisdiction to settle and adjudicate any dispute, claim, question or disagreement ("Disputes") arising out of the Competition. The Parties irrevocably submit to the jurisdiction of courts of Republic of Singapore. Notwithstanding the aforesaid, GovTech may at any time refer any Dispute to be finally resolved by arbitration in Singapore in the English language by a sole arbitrator in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force which rules are deemed to be incorporated by reference into this Clause. The seat of the arbitration shall be Singapore. The arbitrator shall be agreed upon between the Parties, or on failure to agree within thirty (30) days of a written proposal by one Party to the other Party, to be appointed by the SIAC acting in accordance with the SIAC Rules. This arbitration agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.
2. Any provision of these Terms and Conditions Contract that expressly or by implication is intended survive or to come into or continue in force on or after termination or expiry of the Competition including Clauses 5, 7, 8, 9 and 10 shall so survive or come into force.
3. In the event that any of these Terms and Conditions is determined to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall, to the extent it is illegal, invalid or unenforceable, be deemed not to form part of the Terms and Conditions and the legality, validity and enforceability of the remainder of the Terms and Conditions shall not be affected.
4. Any waiver shall be given expressly in writing by the authorised representative of the Party concerned. No omission, delay or failure enforce any right or remedy shall be deemed to be a waiver or variation of such right or remedy. No waiver of any right or breach shall be deemed to be a waiver of any other right or any subsequent breach.

5. Save for the GovTech Entities, a person who is not a party to the contract comprising these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act to enforce any provision of these Terms and Conditions. GovTech Entities may enforce and rely on Clauses 7, 8, 9 and 10 to the same extent as if it were a Party. The Parties may by agreement rescind or vary these Terms and Conditions without the consent of any third party.
6. Updates: GovTech reserves the right to amend or add to these Terms and Condition and the Rules from time to time by publication of the same on the Competition website, which amended or additional Terms and Conditions and Rules shall continue to bind all Participations. Participants are advised to kept updated on such amendments and additions by visiting the Competition website at <https://www.tech.gov.sg/media/events/singapore-ai-ctf-2024>.