# PODCAST COMPETITION+ SUBMISSION TERMS AND CONDITIONS (the "Terms and Conditions")

# PLEASE READ THE INSTRUCTIONS AND TERMS & CONDITIONS CAREFULLY BEFORE SUBMISSION.

The Podcast Competition+ is brought to you by \*SCAPE Co. Ltd (the "**Organiser**") to nurture aspiring podcasters to produce youthful and quality podcast content.

## 1. COMPETITION ENTRY

- A. Participation in the Podcast Competition+ is subject to the Terms and Conditions set out herein, and the Rules (the **"Rules"**) set out on the Podcast Competition+ website at <u>www.scape.sg/podcast</u> (as may be amended from time to time and hereinafter referred to as "Terms and Conditions").
- B. Each Applicant warrants that he/she has the legal capacity to participate in the Podcast Competition+ in accordance with the Terms and Conditions and the information submitted is true, complete and accurate.
- C. The Organiser reserves the right to suspend, cancel or amend the competition and/or review and revise these Terms and Conditions at any time without giving prior notice. By continuing to take part in this Competition, each Applicant shall be deemed to have agreed to any such new or amended terms.

#### 2. ELIGIBILITY

- A. This competition is open to all Singaporeans and Permanent Residents (PRs) aged 15 to 35 (before 31 December 2021), residing in Singapore at the time of submission.
- B. The Organiser reserves the right to verify and confirm each Applicant's compliance with eligibility requirements. The Applicant may be required to submit further information to assist in the verification of eligibility.

#### 3. CALL FOR ENTRIES

- A. The Call For Entries for the Podcast Competition+ will be conducted from 20 September 2021 to 14 October 2021.
- B. Each Applicant is required to submit to the Organiser their entry/entries by 2359 hours, 14 October 2021. No responsibility will be taken by the Organiser for any entries that are incomplete, misdirected, lost for technical reasons. Any submission after the closing date will be deemed invalid.

## 4. SUBMISSIONS

- A. All entries must be submitted via the online submission form on the \*SCAPE website at <a href="http://www.scape.sg/podcast">http://www.scape.sg/podcast</a>. Any other forms of submission will not be accepted. Both URL and password (if any) must be provided.
- B. All entries must be in the English language.
- C. Each Applicant is allowed to submit a maximum of two (2) entries.
- D. All genres are accepted for submission, provided they are mindful of social, racial and religious sensitivities, conforming to IMDA guidelines (<u>https://www.imda.gov.sg/-/media/Imda/Files/Regulations-and-Licensing/Regulations/Codes-of-Practice/Codes-of-Practice-Media/PoliciesandContentGuidelinesInternetInterneCodeOfPractice.pdf?la=en) and such other relevant guidelines as specified by \*SCAPE from time to time.</u>
- E. Submissions must be created specifically for the Podcast Competition+. Each submission hereunder must be an original work. The Applicant must possess the exclusive rights to each submission hereunder (including but not limited to the script(s) and music, etc) and warrants that no submissions shall infringe the intellectual property, privacy or other rights or interest or any third party or may result in any liability; and
- F. Submissions must not contain obscene or pornographic material; must not contain threatening or defamatory statements about any person, company, organisation or entity; must not invade privacy or other rights of any person, company or entity; and must not in any other way violate applicable laws and regulations.
- G. Shortlisted applicants will assign entire copyright and all other rights in and to the Submission and all other materials submitted to \*SCAPE in connection with the Podcast Competition+ (collectively, the "Materials") such that \*SCAPE and Mediacorp shall have the exclusive right, in perpetuity, to utilise and/or reproduce the Materials (and/or any part thereof throughout the world in any and all media whether now in existence or developed in the future.)

#### 5. SUBMISSION REQUIREMENTS

To enter the competition, the applicant is required to submit;

- A. A proposal (not more than 2 pages) detailing the following:
  - i. Title of Programme
  - ii. **Concept Synopsis:** A summary of the topic, or issues that will be addressed in the Podcast.
  - iii. Target Listeners: Podcast audience's demographic and psychographic profile.
  - iv. **Delivery & Tone:** Describe how the podcast will be presented and the tone that it will be presented in (i.e. *casual chat show, serious 1-on-1 interviews, etc)*. Additionally, please reference 2-3 existing podcasts that are comparable and discuss how this concept is similar and/or unique.

Applicant should download and complete the proposal template provided by \*SCAPE at <u>https://scape.sg/wp-content/uploads/2021/09/Podcast-Proposal-Template-S2.docx</u>.

- B. Audio Introduction
  - i. Between one and a half (1.5) and two and a half (2.5) minutes in length.
  - ii. Include self-introduction and sharing of podcast concept.
  - iii. In Mp3 of Wav file format

## 6. TRAINING AND MENTORSHIP

- A. The shortlisted Applicant (otherwise known as "**Shortlisted Finalist**") will be required to attend and participate in the training and mentorship sessions, and/or other competition-related activities at various stages of the Podcast Competition+, in accordance with such schedules as determined by \*SCAPE.
- B. The Shortlisted Finalist shall ensure his/her availability to participate in the various segments of the Competition, including all training and recording sessions. The minimum attendance requirement is 80%. Failure to comply may result in disqualification, subject to \*SCAPE's sole discretion.
- C. At the end of the 5-week training and mentorship programme, the Shortlisted Finalist will be required to submit a Podcast Episode for the final judging process. The final submission should also fulfill the terms set under this Terms and Conditions.
- D. The shortlisted finalists' podcast episode will be published on \*SCAPE and/or \*SCAPE's partner channels.

## 7. JUDGING PROCESS

- A. The selection of the judging panel and the judging process shall be at the Organiser's sole and absolute discretion. Any decision made by the Organiser in relation to the Podcast Competition+, including and not limited to, the Terms and Conditions, evaluation criteria and the awarding of prizes is final, binding and conclusive. No enquiries, appeals, verbal or written, shall be entertained.
- B. The submissions will be evaluated based on its
  - i. originality of content
  - ii. personality and charisma of the presenters
  - iii. potential for further development
  - iv. overall presentation.

#### 8. PRIZES

- A. All winners will be announced on 20 December 2021. Shortlisted Finalists shall ensure their availability to attend. For avoidance of doubt, any payment of the Award prize(s) to such Applicant shall be deemed as due receipt of the Award prize(s) by all its members of the submission.
- B. The winner(s) shall not transfer or exchange any non-cash Award prize(s) won, and may be subject to certain terms and conditions as specified by the Organiser or, if applicable, the Sponsors of the Podcast Competition+. The winner(s) acknowledges and agrees that he/she may be disqualified from receiving any prize(s) if he/she is not able or willing to abide by any Terms and Conditions which may be imposed by the Organiser or Sponsors of the Podcast Competition+ in relation to the Award prize(s), and in such event, the Organiser reserves the right to award the prizes to other winner(s).

- C. The winner(s)' refusal to accept any Award prize(s) (be it cash or non-cash) shall release the Organiser from all obligations in connection with the Award prize(s). In addition, the winner shall fulfil all obligations (if any) specified by the Organiser and Sponsors of the Podcast Competition+.
- D. The Organiser does not undertake any responsibility for any delivery of sponsored Award prize(s). In the event that the Sponsor of the Podcast Competition+ fails or refuses, for whatever reason, to deliver or transfer the prize or make good on its promise or offer to the Award prize(s) winner, the Organiser shall not be liable or be responsible for losses (of any nature whatsoever) arising from such failure or refusal.
- E. The Organiser reserves the right to disqualify any Applicant if it has reasonable grounds to believe that the Applicant has breached these Terms and Conditions, or on any grounds as the Organiser may in its sole discretion decide.

# 9. PUBLICITY AND PROMOTION

- A. The Applicant hereby expressly and irrevocably consents to, and grants to the Organiser, its principals, agents, representatives, successors and/or assigns, the right to use his/her name, photographs, particulars, submissions at the Organiser associated programmes in any manner and in any media and formats in perpetuity throughout the world as the Organiser deems fit, including for publicity or promotional purposes. Such publicity may include without limitation the podcast entries submitted for Podcast Competition+, the Applicant and/or likeness, voice, photographs and/or video footage of the Applicant, biographical information provided by the Applicant and/or any statement made by he/she concerning the Organiser, the Podcast Competition+, and/or prizes.
- B. The Applicant agrees to take part in any promotions or interviews relating to the competition which may be conducted by \*SCAPE and that \*SCAPE may record the Applicant participation in such promotions or interviews and the Applicant agree to absolutely assign all rights, including copyright, the Applicant may have in such materials, to us.
- C. The Applicant understands and accepts that personal particulars and information stated in the online submission form and any information supplied may be used and disclosed by the Organiser for purposes in connection with the promotion, marketing, publicity and obtaining sponsorship. In addition, the Applicant consents to the Organiser collecting, using, disclosing and/or processing any and all personal data submitted for various purposes, including communication with the Applicant, sending the Applicant marketing and advertising materials from the Organiser or its business partners, and conducting market research and statistical analysis.

# 10. RIGHT OF FIRST REFUSAL

A. \*SCAPE and Mediacorp shall have the first right of refusal to further develop and produce any of the shortlisted finalists' podcast concept into full commercial podcasts.

# 11. GENERAL

A. The Applicant shall indemnify and keep the Organiser indemnified from and against any and all losses, damages, claims and/or costs (including costs on a full indemnity basis) suffered and/or incurred by the Applicant as a result of a breach of any of the Terms and Conditions.

- B. The Terms and Conditions shall be governed by and constructed in accordance with Singapore laws. The Applicant irrevocably submits to the non-exclusive jurisdiction of the courts of the Republic of Singapore.
- C. No third party shall have any rights to enforce any of the provisions under the Terms and Conditions against the Organiser under the Contracts (Rights of Third Party) Act of the Republic of Singapore.
- D. The Organiser reserves the right to amend or vary any of the Terms and Conditions without prior notice.