

## **Terms & Conditions**

### **General**

1. These terms and conditions apply to the Snack Genius 2019 competition (the Competition) organised by IncuBaker®. The purpose of SG19 is to encourage and reward participants who create innovative and original snacks with the potential to develop them into new product lines/startup businesses.
2. It is a condition of participation that these terms and conditions are accepted by the Participant prior to the event. Upon acceptance, these terms and conditions form a binding legal agreement between the Organiser and the Participant. You must read them carefully.

### **Organiser**

3. Sel La Vie Pte Ltd, trading as IncuBaker®, is the Organiser of SG19. Sel La Vie Pte Ltd also reserves the right to be recognised as the creator of the competition.
4. The Organiser reserves the right to cancel or postpone the Event for any reason without liability, for example due to circumstances outside the Organiser's control.

### **Eligibility**

5. Individuals, teams or companies are eligible to be participants (the Participant) subject to the following conditions :
  - 5.1. Individuals must be at least 18 years old as of 31 Jul 19; and
  - 5.2. Individuals must be Singapore Citizens or Singapore Permanent Residents.
6. For a team to be eligible to participate, all team members must be eligible individually. If one member of a team is disqualified or found to be ineligible, the team as a whole may be disqualified, at the Organisers' sole discretion.
7. Companies entering the contest must fulfil the following :
  - 7.1. Be registered and physically sited within Singapore;
  - 7.2. Have more than 30% shareholding by Singapore Citizens or Singapore Permanent Residents; and
  - 7.3. Cannot have had a gross turnover exceeding SGD\$120000 (Singapore Dollars One Hundred and Twenty Thousand) in their latest financial year.

8. Teams and Companies that take part shall designate the individual who will act and take part on their behalf and who will have the right to represent the entity for the purposes of the Competition throughout the Competition. Approval must be sought from the Organiser for any proposed change to the nominated participant during the Competition. This may be refused if it is deemed to give an unfair advantage in the competition.
9. Participants are not eligible if they :
  - 9.1. are employees of Sel La Vie Pte Ltd, The Food Producer LLP, or any organisation contracted by the Organiser to organise and/or promote the Event;
  - 9.2. are directly or indirectly related to any of the judges; employ any of the judges or are employed by any of the judges.
10. In addition, it is assumed that by registering in the Competition, all Participants confirm that they do not have a conflict of interest in taking part.
11. Participants are responsible at all times for his/her own conduct, acts and omissions, and solely responsible for any damage to his/her own property or any property, facilities and equipment provided by IncuBaker® and its partners during the course of the Event. The Participant is solely responsible for all costs and expenses incurred by him/her in relation to the competition.

### **Competition Format**

12. The Participant is to present and submit for judging, a Snack (the Entry). To this end, a snack is defined as “*A small amount of food eaten between meals*” or “*A light meal that is eaten in a hurry or in a casual manner*” (as defined by the Oxford English Dictionary). Whether the Entry qualifies as a snack will be a matter solely for the judges’ decision and shall be final.
13. There will be TWO (2) categories in the competition - Sweet and Savoury. During their application, Participants will make their own determination of which category their Entry belongs.
14. All Entries are to be done through the official Facebook page of Snack Genius 2019 through the Participant’s own Facebook account. No Participant shall submit more than ONE (1) Entry in each category. Participants are allowed to use existing commercially available foods as part of their creations, but are not to mention any specific brands in their Entry.
15. Incomplete or inappropriate Entries will be disqualified. It will be a matter of the judges’ discretion to allow a disqualified participant from submitting a replacement Entry.

16. Entries must be presented and submitted in the English language.
17. The Entry must be the Participant's original work and must not be funded or compensated, in whole or in part, by any third party. By submitting the Entry, the Participant confirms that he/she is not aware of any intellectual property rights in or associated with the Entry that are owned by third parties or may prevent commercial exploitation of the Entry. The Participant also releases the organisers/sponsor from any and all responsibility, liability, or request for compensation for damages that should be made by any third party arising from the use of the product.
18. The Competition will be conducted in two stages: Stage One, opens at 0001hrs on 1 Aug 2019 and ends at 2359hrs on Sunday 8 Sep 2019. All times are in Singapore Time. Note that the Organiser reserves the right to stop receiving entries at any time, in case, among others, an overwhelming number of entries is received.
19. From 9 Sep 2019, the judges will evaluate and grade all entries and will shortlist ten (10) entries from each category by Wed, 11 Sep. These twenty (20) participants will then proceed to Stage Two of the Competition. Stage Two will take place on Saturday, 21 Sep.
20. Participants are to prepare 50 portions of their snack for a public tasting. All preparation is to be done at IncuBaker® Cafe & Studio, 21 Media Circle, #01-01, Singapore 138562.
21. The judging criteria in Stage Two are (in alphabetical order) :
  - 21.1. commercialisation and market potential;
  - 21.2. degree of innovation;
  - 21.3. public receptivity and feedback; and
  - 21.4. taste and mouth feel.
22. Additional points will be awarded if the Entry also qualifies as a "Healthier Choice" as defined by the Singapore Health Promotion Board. These points will serve only as a tie break and not be determinative of the outcome of the Competition.
23. Five (5) finalists from each category will be selected to go onto the finals stage. These finalists will win an incubation package at IncuBaker®, the key highlight being a personal consultation session in September with the judges on how to improve their product. The finals will be conducted in October where the participants will have to prepare and serve their snack live on stage. The judging criteria for the finals will be announced in due course.

## **Judging and awards**

24. The panel of judges will be selected by the Organiser and her agents and may change in the event of unforeseen circumstances.
25. All decisions related to the judging of Entries are at the sole discretion of IncuBaker® and are final and binding. There is no right of appeal.
26. The Winner in each category will receive SGD10000 (Singapore Dollars Ten Thousand) prize money each.
27. The First Runner-up in each category will receive SGD5000 (Singapore Dollars Five Thousand) prize money each.
28. The Second Runner-up in each category will receive SGD3000 (Singapore Dollars Three Thousand) prize money each.
29. While every care has been taken to ensure the accuracy of the complete list of prizes, the Organisers reserve the right, in its sole discretion, to award additional prizes or to vary the prizes, however the amounts of prize money specified above will not be reduced. Non-monetary prizes may be subject to separate terms and conditions as determined by the prize sponsors.
30. Payment of any prize money awarded will be made to the Participant by arrangement following completion of the Event to the bank details as advised by the Participant within 30 days of the date of the finals. The Organiser bears no responsibility for how that prize money is subsequently used by the Participant. Further, if the winning Entry is submitted by a team or company, the Organiser has no responsibility for how that prize money or other prizes are distributed between them nor for any disagreements between them.
31. Without prejudice to any other right or remedy of the organisers, the Participant may be excluded from the Competition or from receiving any prizes or have an awarded prize cancelled if the Participant fails to comply with these terms and conditions.
32. Nothing in these terms and conditions nor the award of any prize shall constitute any obligation on the part of the Organisers/Sponsors or the Participant to enter into any future agreement or relationship.

## **Publicity**

33. Participants will not refer to the Organisers or the Event in any publicity or promotional activity, such as press releases, without the prior written approval

of the Organisers. Participants are permitted to use the social media links established in respect of SG19.

34. The Participant hereby grants to Sel La Vie Pte Ltd, its affiliates and agents, Organisers/Sponsors a royalty-free, non-exclusive, irrevocable, worldwide right to refer to the Participant and/or the Entry and to use images and/or video/audio footage taken during the conduct of SG19 and/or showing the Entry in any publicity materials and for promotional purposes at any time (including but not limited to IncuBaker® websites or other media).
35. Any and all personal information obtained by the organisers/sponsors will be treated in accordance with the Organisers/Sponsors respective Personal Data Protection Policies or the Personal Data Protection Act. Participants will be contacted in connection with the Event, and unless otherwise indicated may also be contacted by the Organisers/Sponsors about other relevant activities and opportunities.

### **Commercialisation**

36. With reference to paragraph 1, commercialisation of the products created as a result of the competition will be conducted at best effort by the Organisers in conjunction with Enterprise Singapore. No warranties are made to the results of these efforts, but the Organisers assert the right to be recognised fairly for such efforts.

### **Assignment and Jurisdiction**

37. These terms and conditions constitute the whole agreement and understanding between the Organisers and the Participant relating to the Competition.
38. The Participant may not assign, sub-contract or otherwise transfer his/her rights or obligations under these terms and conditions.
39. The formation, existence, construction, performance, validity and all aspects of these terms and conditions and any dispute or claim arising out of or in connection with them and/or the Competition shall be governed by Singapore law and the parties submit to the exclusive jurisdiction of the Singapore courts.