

TERMS AND CONDITIONS FOR THE NEAR NEW YEAR CHALLENGE

1. The NEAR New Year Challenge (“Challenge”) is organised by the National Parks Board (“NParks”). The Challenge consists of individual challenges and quests that are available on the NParks Explore-A-Route (NEAR) application (Application”).
2. These terms and conditions (“Terms and Conditions”) shall apply to the “Challenge”.
3. By registering or taking part in this Challenge, the Participant (as defined below) agrees to be bound by these Terms and Conditions, and further agrees to abide by any and all of decisions made by NParks in relation to and in connection with this Challenge, including the award of Lucky Draw Prizes. To avoid doubt, NParks’ decision at all stages of the Challenge is final, and no enquiries, appeals (verbal, written or otherwise) shall be entertained.
4. NParks reserves the right at any time and in its sole and absolute discretion to determine and/or vary these Terms and Conditions without prior notice. Such determination and/or variation shall include without limitation:
 - a. Cancelling or terminating the Challenge;
 - b. Suspending the Challenge;
 - c. Extending the Qualifying Period (as defined below);
 - d. Amending the Terms and Conditions relating to the eligibility of Participants; and
 - e. The timing of any act to be done or any omission;and all Participants shall be bound to these determinations and/or variations.

QUALIFYING PERIOD

5. This Challenge shall be held from 0000 hours on 30 December 2022 to 2359 hours on 12 February 2023 (both dates and times inclusive) (“Qualifying Period”). NParks reserves the sole right to amend the Qualifying Period, including without limitation extending or truncating the Qualifying Period, or splitting the Qualifying Period into tranches.

ELIGIBILITY

6. This contest is only open to Singapore citizens, Singapore permanent residents or Singapore residents holding a valid employment pass or work permit or long-term visit pass (“Participant(s)”).
7. Participants must download the Application to be eligible for participation in the Challenge. The Application is available on the Google Play Store and the Apple App Store.
8. Notwithstanding Clauses 6 and 7, the following categories of people are not eligible to participate in the Challenge:
 - a. Permanent and/or contract employees of NParks (“NParks Employees”); and
 - b. All service providers engaged by NParks with respect to or in relation to the Challenge (including but not limited to developer(s) of the Application, advertising agencies, promotions agencies and event management agencies) (“Service Providers”).

However, family members and relatives (e.g. spouses, children, parents and siblings) of NParks Employees and Service Providers may participate in the Challenge.

PARTICIPATION

9. A valid email address registration is required to create an account to participate in the event. Users may sign up with multiple accounts using different email addresses.

10.

PRIZES

11. The prizes available to be won at the conclusion of the Challenge are:

a. Grand Lucky Draw Prizes: Five (5) units of FitBit Sense 2 Smart Watches valued at S\$500 each.

i. To be won by Five (5) Participants.

b. Consolation Lucky Draw Prize: Ten (10) units of FitBit Inspire 2 Smart Watches valued at S\$200 each;

i. To be won by ten (10) Participants.

(where the Grand Lucky Draw Prizes and the Consolation Lucky Draw shall collectively be known as “Lucky Draw Prizes”).

12. A Participant who wins any of the Lucky Draw Prizes shall be known as a “Winner”, and collectively, Participants who win any of the Lucky Draw Prizes shall collectively be known as “Winners”.

PRIZE WINNING

13. To win a Lucky Draw Prize, a Participant must complete all twenty (20) challenges indicated on the Application’s Event Challenge Board.

a. The twenty (20) challenges consist of:

i. Twelve (12) regular checkpoints that can be visited daily, and

ii. Eight (8) bonus checkpoints that are only open during the following days and times during the Qualifying Period:

1. 0000hrs on Tuesdays to 2359hrs on Wednesdays

2. 0000hrs on Saturdays to 2359hrs on Sundays

b. Participant must take a photograph of themselves at each of the checkpoints using the in-app camera feature of the Application for proof of presence at the checkpoint.

c. The winners of the Lucky Draw Prizes will be selected at random, at the Singapore Botanic Gardens, 1 Cluny Road, Singapore 259569 by representatives from NParks, on 28 Feb 2023 (“Lucky Draw Date”).

d. NParks reserves the right to amend the Lucky Draw Date at its sole and absolute discretion.

14. NParks reserves the right to, at any time and in its sole and absolute discretion,
 - a. change the mechanics or gameplay through which the Lucky Draw Prizes may be won;
 - b. replace and/or substitute any of the Lucky Draw Prizes with any other item of a similar or lesser value; and/or
 - c. change any aspect of the Challenge;and further reserves the right to do so without reference to the Participant and/or the Winners.
15. In this respect, NParks endeavours to determine the winner of the Lucky Draw Prizes. However, NParks reserves the right in its sole and absolute discretion to determine the winners of the Lucky Draw Prizes on another date, time and/or at another venue or to conduct the Challenge (including the selection of the winner of the Lucky Draw Prizes) by any other mode and under such circumstances as NParks may deem appropriate.
16. Winners of the Lucky Draw Prizes shall be notified through:
 - a. An email sent to the email address provided by the users' registered account via the NParks Explore A Route (NEAR) Mobile App; and/or
 - b. Ordinary post; and/or
 - c. An announcement via the NParks Website and/or Facebook page.
17. Prize collection
The collection of the Lucky Draw Prizes by the Winners will be at Singapore Botanic Gardens, 1 Cluny Road, Singapore 259569, at such date and time as notified by NParks in writing to the Winners.
18. Each Winner can only win one type of Lucky Draw Prize and may win one type of Lucky Draw Prize only once, i.e. either a Grand Lucky Draw Prize or a Consolation Lucky Draw Prize.
19. In the event that NParks discovers that:
 - a. a Winner is not entitled to participate in the Challenge; and/or
 - b. a Winner is subsequently disqualified from participating in the Challenge, including but not limited to instances of cheating by the Winner to win the Lucky Draw Prizes;then NParks, in its sole and absolute discretion, reserves the right to:
 - c. forfeit the respective Lucky Draw Prize awarded to the Winner; and/or
 - d. reclaim the respective Lucky Draw Prize after it has been awarded to the Winner;and do any or all of the following:
 - e. subsequently choose a reserve or substitute Winner;
 - f. donate the Lucky Draw Prizes as the case may be;
 - g. reuse the Lucky Draw Prizes for other competitions and contests that NParks may organise;
 - h. use the Lucky Draw Prizes in any other way or manner as NParks sees fit;

and NParks shall do so without further reference or indulgence to the Participants and/or the Winners (whether winning or not).

20. A Winner whose Lucky Draw Prize has been forfeited shall not be entitled to any payment, compensation or any substitute prize(s) in any form or manner whatsoever from NParks.
21. The Lucky Draw Prizes are:
 - a. non-transferable; and
 - b. not exchangeable for cash, credits or any other item or otherwise (whether partially or wholly).
22. The Winners shall be responsible for all costs arising out of or related to the collection and/or use of the prizes, insofar as these are not specifically indicated as part of the prizes. NParks shall not entertain any correspondence relating to any claim related to the collection and/or use of the prizes.

PERSONAL DATA

23. By participating in the Challenge, the Participant shall be deemed to have consented to the collection, use and disclosure of his or her name, identification / passport number and/or likeness (including any image or voice of the Winners) for editorial and/or marketing and/or promotional purposes, without any payment and/or compensation due to the Participants (except where specifically prohibited by law).
24. The copyright and all other intellectual property rights residing in the personal information set out in clause 26 shall vest solely and absolutely in NParks.
25. The personal information submitted by the Participant may be shared between the Government of the Republic of Singapore (including its ministries, departments, organs of state) and public authorities (including statutory boards) ("Public Service Entities"), in order to conduct the Challenge in the most efficient and effective way, unless such sharing is prohibited by law.
26. The personal information submitted by the Participant will not be shared with entities which are not Public Service Entities, except if we are required to share the Personal Data in order to provide the Services and/or the Application to you by operation of law.

MEDIA

27. Winners shall not, without the prior written approval of NParks, speak to any members of the media nor give any interviews or comments relating to the Challenge.

GENERAL

28. A person who is not a party to any agreement governed by these Terms and Conditions shall not have any rights under the Contracts (Right of Third Parties) act to enforce any terms of such an agreement.
29. NParks' determination and/or decision on all matters relating to or in connection with the Challenge shall be final, conclusive and binding. NParks shall at no time be obliged to give any reason or enter into any correspondence with any person on any matter concerning the Challenge.

30. NParks has the sole and absolute discretion:
- a. to disqualify any Participant that does not meet the criteria as set out in these Terms and Conditions; and
 - b. to determine the eligibility of a Participant in participating in the Challenge.

Such determination shall be final and conclusive and NParks shall at no time be obliged to give any reason for its decision or determination.

31. NParks shall not be responsible for any injury, loss and/or damage suffered by any person (including any Participant, whether having won a prize or not) arising out of the use of the or in connection with the Application and/or the Challenge on the Application and/or redemption of the Lucky Draw Prizes and/or the use of the Lucky Draw Prizes, including without limitation any error in computing chances, any notice which is misdirected or lost in the postal system, loss of income, loss of profits or goodwill, or any direct or indirect, incidental, consequential, exemplary, punitive or special damages however arising and whether in contract, tort, negligence or otherwise.
32. Cancellation, termination or suspension by NParks of this Challenge shall NOT entitle any person (including any Participant, whether having won a prize or not) to any claim or compensation against NParks for any and all losses and/or damages suffered or incurred (whether directly or indirectly) as a result of the said cancellation, termination or suspension.
33. These Terms and Conditions and the operation of this Challenge shall be governed by the laws of the Republic of Singapore.
34. Participants shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
35. In the event of any inconsistency between these Terms and Conditions and any advertising, promotional and/or publicity materials relating to the Application and/or Challenge, these Terms and Conditions shall prevail.