

Nomura Singapore Limited AI Challenge 2024
Terms and Conditions

These Terms and Conditions (“**Terms**”) shall govern the **Trailblazer Nomura AI Challenge 2024 (“AI Challenge”)** that is organized by Nomura Singapore Limited (“**NSL**”) (“**Organizer**”). By registering and/or participating in this AI Challenge, you expressly acknowledge that you have read, understood, and agree to be subjected and bound by these Terms, and any other applicable guidelines or instructions, as may be amended from time to time. To the extent that there is any discrepancy or contradictions between these Terms and any other guidelines or instructions, these Terms herein shall prevail.

Please therefore ensure that you have read these Terms carefully. Should you have any questions or concerns regarding any of the Terms lies herein, please feel free to reach out to the Organizer at AIChallengeSG24@nomura.com.

Any reference made to “You”, “Your”, “Yourself” and/or “Team” in these Terms shall be referred to you and your team collectively, as applicants or participants of this AI Challenge. In the event that you are participating as an individual, any reference made to “You”, “Your”, “Yourself” and/or “Team” in these Terms shall be referred to you as an individual, as applicant or participant of this AI Challenge.

I. Preamble

- a. This AI Challenge will be held on the 27th of July 2024 (“**AI Challenge Period**”).
- b. As part of this upcoming AI Challenge, the Organizer has meticulously curated and crafted out a set of detailed project briefs. These Briefs are intended to delve deeply into the intricate landscape and the nuanced business challenges prevalent in the industry. These Briefs alongside the problem statements and instructions (“**Documents**”) will be circulated to you via email upon your acceptance into our Nomura AI Challenge 2024. Please be mindful that all circulated Documents are confidential in nature and are intended solely for the participants involved in this Challenge. These Documents shall not, in any circumstances, be published and/or shared with any non-participants, or online on any social media platforms or websites.
- c. The top 3 (three) groups will stand to win attractive prizes.
- d. Should the aforementioned be of interest to you, do gather **up to 5** (five) of your like-minded friends and register today for our Nomura AI Challenge 2024. **Please note that you can participate in this AI Challenge as an individual or as a group of up to 5 participants.**

II. Registration

- a. Applications will be open from the 1st of April 2024 to the 24th of May 2024, both dates inclusive (“**Registration Period**”). **Please note that all applicants are required to register individually.** You are not allowed to form a team with someone who has not been registered.
- b. By completing the registration, you hereby affirm, represent and warrant that:

- i. all information provided by you are true, accurate and complete;
 - ii. You agree to comply, and will continue to comply to these Terms and any other applicable guidelines or instructions as provided to you by the Organizer throughout the duration of this AI Challenge;
 - iii. There is no existing or potential conflict of interest in respect to your participation in this AI Challenge;
 - iv. You will comply with all applicable laws and regulations; and
 - v. The Organizer shall reserve the right, in its sole discretion and without any liability whatsoever, to terminate, modify and/or suspend the AI Challenge or any part thereof at any time, or re-schedule the AI Challenge Period.
- c. You will be responsible for keeping your information as referred to in clause II(b)(i), up to date. The Organizer expressly reserves the right to unilaterally disqualify or reject any registration, at any time and at its sole discretion, should it be determined to be late, incomplete and/or contain any inaccurate, false, misleading, or undecipherable information.
- d. No amendments shall be made to the team's name and composition of the team after the end of the Registration Period. Notwithstanding the aforementioned, should there be any material adverse reasons (e.g. Medical) which may render any applicant(s) from non-participation, please reach out to the Organizer at AIChallengeSG24@nomura.com. Any modification to the composition of the team can only be considered on a case-by-case basis. For the avoidance of doubt, once an applicant or participant has been disqualified, regardless of cause, it shall not constitute valid grounds for modifying the team composition.
- e. Submission of an application does not automatically guarantee the applicant an immediate opportunity to participate in this AI Challenge. The Organizer shall reserve the unequivocal right to reject and/or refuse the participation of any applicants without providing any reasons whatsoever.
- f. The Organizer hereby disclaims any and all responsibility for any loss, misplaced, or misdirected submissions, including any delays and/or failures within electronic or telecommunication systems arising from, inter alia, technical faults and network failure. The Organizer explicitly absolves itself from any liability that may occur as a result of any technical and/or human error during the registration, administration and/or operation of the AI Challenge.

III. Eligibility

- a. This AI Challenge is open to (1) **all students**, (2) **aged 18 years and above** and (3) **currently attending any Tertiary Institutions located in Singapore, including all private and foreign-based Tertiary Institutions**.

- b. Students whose immediate family are employees, contractors, officers, and/or directors of Nomura Singapore Limited will not be eligible to register and/or participate in this AI Challenge. For the avoidance of doubt, immediate family includes the individual's spouse or de-facto partner, siblings, children, and grandparents.

IV. Withdrawal

- a. In the event that you wish to withdraw from this AI Challenge, you may choose to do so at any time provided that a written notice, accompanied by your reason(s) for withdrawal, has been issued to the Organizer at least 3 (three) days prior to your intended withdrawal date.
- b. Upon withdrawal, you will acknowledge and agree that (1) the Organizer shall not be liable for any related costs or expenses incurred by you as a result of this AI Challenge and (2) any withdrawal will not absolve you from any preexisting obligations and/or liabilities arising from your registration and/or participation in this AI Challenge up and until the point of your withdrawal.
- c. Please note that should participant(s) chooses to withdraw during the AI Challenge Period, the Organizer will assess the overall impact to the AI Challenge and may implement necessary actions to uphold the integrity and fairness of the AI Challenge , including but not limited to, replacing or eliminating any groups that may fall below the minimum number of participants, making modifications to the AI Challenge instructions, and amending the schedules on the day of the AI Challenge Period.

V. Disqualifications

- a. In addition to the other disqualification terms contain herein, you may, without notice and/or liability to the Organizer, be immediately disqualified from participating in this AI Challenge (or future Nomura Organized AI Challenge) if the Organizer, in its sole and absolute right, have determined that you have engaged in any one of the following actions:
 - i. Acted in violation of any applicable laws, regulations, or third-party rights;
 - ii. Acted in unprofessional, inappropriate and/or offensive behavior including any verbal or physical abuse directed towards participant(s), judge(s), Organizer employee(s) and/or other person(s);
 - iii. Activities that have caused or have the potential to cause harm to participant(s), judge(s), Organizer employee(s) and/or other person(s);
 - iv. Activities that have caused, or have the potential to cause, damage or destruction to any fixtures, chattels, equipment, and personal items within the AI Challenge Venue;
 - v. Deliberate attempts to create unfair advantage over other teams or participants;

- vi. Compromising or attempting to compromise, the spirit, integrity, or legitimacy of the AI Challenge, including but not limited to, plagiarism, cheating, hacking, software tampering and/or engaging in fraudulent actions;
 - vii. Continued participation may adversely impact the health and well-being of the participant and of those who are involved in this AI Challenge;
 - viii. Infringement on any Intellectual Property Rights and/or applicable license terms of any third parties; and
 - ix. Any other actions, expressions, and/or omission to which the Organizer deems such conduct to be unfit or inappropriate, whether intentional or unintentional, for the purposes of this AI Challenge.
- b. It shall be emphasized that the Organizer's determination made in pursuant to this section and/or any other disqualification clauses is final and binding. The Organizer shall reserve the right to thoroughly investigate any alleged violations, and participant(s) are expected to adhere to the highest standard of ethical conduct throughout the entire AI Challenge Period.
 - c. In the exercise of the Organizer's discretionary right of disqualification against you, the Organizer shall hold the exclusive and absolute authority to make determination regarding the disqualification of either your entire team or the select member(s) within it. Should the Organizer choose to disqualify the select member(s), the unaffected members may elect to proceed with their participation in the AI Challenge without the select member(s).

VI. Equipment and Associated Costs

- a. All hardware and software ("**Equipment**") that is necessary for the purposes and in fulfillment of all tasks required of this AI Challenge, **shall be provided by you**. You will take full responsibility to ensure the adequacy, suitability, and the proper functioning condition of your own Equipment. The necessary Equipment that is required for this AI Challenge will be notified to you via email and will form part of the Documentation under clause 1(b) upon your acceptance into our Nomura AI Challenge.
- b. You will be required to bear all associated costs and expenses relating to, and/or arising from your participation in this AI Challenge.
- c. Except for any gross negligence or willful misconduct on the part of the Organizer, the Organizer shall not be held liable for any damage to your private property incurred during, or as a result of, your participation in this AI Challenge.

VII. Submission Requirements

- a. All submission information will be provided to you and will form part of the Documentation under clause 1(b) upon your acceptance into our Nomura AI Challenge.

- b. By submitting your responses to this AI Challenge (“**Solutions**”), you represent and agree that (i) each of your submitted Solutions is your team’s original work and that you have the necessary rights and license to submit these Solutions; (ii) you do not and will not be in breach of any agreements, obligations, moral rights, privacy rights and/or confidentiality rights in place with any third party, (iii) the Solution does not infringe on any existing patents, copyrights, trademarks, and/or other intellectual property rights of any third party, and (iv) your Solutions does not contain falsehoods, misrepresentations, defamatory, racially or ethically offensive matters, unlawful materials and where applicable, sponsors’ brand image. Please note that any potential legal repercussions arising from your infringement of any third-party rights shall be solely your responsibility. It is recommended you conduct a thorough due diligence to confirm the absence of such infringement before utilization.
- c. You will be accountable and expected to exercise the utmost diligence in safeguarding the intellectual property that you use, present, and/or share during this AI Challenge.

VIII. Selection and Judging Criteria

- a. All relevant information relating to the selection and judging criteria will be provided to you and will form part of the Documentation under clause 1(b), upon your acceptance into our Nomura AI Challenge.
- b. The AI Challenge will be subjected to impartial evaluation and assessment by an expert panel of judges appointed by the Organizer. The judges will exercise their independent judgment and discretion to select the winning teams based on a pre-determined set of criteria. Any and all decisions made by the judges are final and binding, and are therefore not open to review, appeal and/or reconsideration. By participating in this AI Challenge, you will agree to be bound by all decision(s) made by the judges under this clause.

IX. Winners and Prizes

- a. The Organizer shall, at its sole discretion, select the winning team, first runner up, and second runner up (“**Winning Teams**”).
- b. Any prizes received by the Winning Team are non-transferable and cannot be substituted and/or exchanged for cash or other alternative prizes. Where applicable, all taxes, expenses, costs and/or fees associated with the usage of the prizes are at the sole responsibility of the Winning Team.
- c. The Organizer reserves the right to modify the prizes, at any time, as it deems fit, including substituting the prizes with alternative items.

X. Confidentiality

- a. Throughout this AI Challenge, you may receive, encounter and/or discover confidential or proprietary Information belonging to the Organizer and its affiliates, including but not limited to, any physical documents, notes, materials and/or discussions (whether verbal or written),

regarding the Organizer's business activities and/or other knowledge not known or available to the general public ("**Confidential Information**")

- b. By participating in this AI Challenge, you will acknowledge and agree that, in the event that you have received, encountered and/or discovered such Confidential Information, you will not directly, indirectly and/or made an attempt to disclose these Confidential Information to any person(s) or entity, whether verbally, written or online on any social media platforms or websites.
- c. For the purposes of this clause, Confidential Information refers to all non-public and proprietary information relating to, and/or arising from the activities of the Organizer and/or its affiliates including but not limited to, any and all documents including trade secrets, business plans, financial data, customer lists, business strategies and/or any other information relating to, or in connection with, the business and operations of the Organizers.
- d. This clause shall survive the termination, expiration, cancellation and/or conclusion of the AI Challenge.

XI. Data Privacy

- a. As part of this AI Challenge, you will be required to divulge your personal information that constitutes "Personal Data" under the Personal Data Protection Act 2012 ("PDPA") of Singapore. These Personal Data will be collected or taken during the registration process or the AI Challenge Period respectively, and will include (*non-exhaustively*), your name, gender, mailing address, country of birth, phone number, educational details, email address, photos, and videos.
- b. Subject to applicable law and by taking part in this AI Challenge, you will consent to the privacy statements in the registration page, as well as the following:
 - i. The collection, processing, storage, disclosure and/or utilization of all submitted Personal Data by the Organizer, its affiliates, partners, vendors, and contractors.
 - ii. The usage of your Personal Data by the Organizer to send you updates of your participation status, alerts or notice pertaining to the AI Challenge, any other material information which is essential to your participation, and/or other future communications including but not limited to, any future promotional events organized by the Organizer.
 - iii. Any photographs or videos containing your likeness, or your voice may be taken during the AI Challenge Period by our selected in-house or contractor photographers or videographers. These photographs and videos may be published and used by the Organizer, in part or in full, with or without your full name, on any media platform including digital and paper form such as the Organizer's website (local Intranet or publicly accessible internet webpage), social media platforms and/or news platforms

for the purposes of any future advertising, marketing, publicity or promotional campaigns. For the avoidance of doubt, such usage in pursuant to this clause, will be at the Organizer's sole and exclusive discretion and you will grant the Organizer a royalty free, world-wide, perpetual, irrevocable and non-exclusive license to use, reproduce, display and/or create derivative works of such footages, without compensation and without your prior notice and consent.

- iv. Upon request, order or direction, your Personal Data may be shared with any regulator, courts, or government authorities, without prior notice or consent.
- c. This clause shall survive the termination, expiration, cancellation and/or conclusion of the AI Challenge.

XII. Intellectual Property Rights

- a. "Intellectual Property Rights" means all intellectual and industrial property rights, including copyrights, mask work rights, moral rights, trade secrets, patent rights, rights in inventions, trademarks, trade names, and service marks (including applications for, and registrations, extensions, renewals, and re-issuances of, the foregoing).
- b. You acknowledge that the Organizer will have exclusive and unlimited ownership rights in and to the Solution. The Solution will belong exclusively to the Organizer from the moment of their creation, with the Organizer having the sole right to obtain, hold and renew, in its own name and/or for its own benefit, patents, copyrights, trademarks, trade secrets, registrations and/or other appropriate Intellectual Property Rights protection. To the extent that exclusive title and ownership rights may not originally vest in the Organizer as contemplated in this Agreement, you hereby irrevocably and unconditionally assign, transfer, and convey to the Organizer all right, title and interest therein. You will give the Organizer, and any of the Organizer's designees, all assistance and execute all documents necessary to assist or enable the Organizer to perfect, preserve, register, record, enforce and defend its rights in the Solution.
- c. You will, immediately upon the request of the Organizer, or upon the termination, cancellation, or expiration of this Agreement, turn over to the Organizer the Solution together with all copies (if any).

- d. Nothing in this Agreement will be construed to restrict, impair, or deprive either party of any of its Intellectual Property Rights, that existed prior to and independent of the provision of the Solution prepared or developed as a result of the Services. Notwithstanding any of the foregoing, if any such pre-existing or independent Intellectual Property Rights are incorporated into, combined with, or required for the operation or provision of any New Materials, then You hereby grants to the Organizer(and its affiliates, and its contractors under contract to provide services to the Organizer or its affiliates), at no additional charge, a non-exclusive, fully paid up, perpetual, irrevocable, assignable, worldwide license to use (including but not limited to testing and back-up purposes), execute, copy, perform, distribute copies of, maintain, modify, enhance, and create derivative works of such Intellectual Property Rights.
- e. You will not be granted automatic permission to use or display any of the Organizer's trademarks (e.g. logo) in any way, shape or form, after the AI Challenge without prior written approval. Should you wish to use or display any of the Organizer's trademarks, please provide the Organizer with a written notice of at least ten (10) business day, prior to your promotion and publication of your future, or past participation and/or activities related to the AI Challenge. You can email the request to AIChallengeSG24@nomura.com.
- f. This clause shall survive the termination, expiration, cancellation and/or conclusion of the AI Challenge.

XIII. Indemnities, Disclaimers and Limitation of Liabilities

- a. You will recognize and accept that your participation in this AI Challenge is **entirely voluntary and at your own risk**. You will assume full responsibility for any and all risks, injuries and/or damages whether foreseen or otherwise, as a result from your participation in this AI Challenge.
- b. By registering and/or participating in this AI Challenge, you will, to the extent permitted by applicable law, indemnify and hold harmless the Organizer, its affiliates and all related employees, officers, directors and/or contractors from any and all direct or indirect actions, proceedings, demands, judgment, awards, penalties, losses, damages, costs, expenses, claims and liabilities whatsoever whether in contract or in tort (including negligence, misconduct or breach of statutory duty) in connection with, or arising out of, (i) your participation in this AI Challenge, (ii) your submitted Solution(s), (iii) any activities undertaken by yourself during this AI Challenge, (iv) your access, connection, or use of the AI Challenge venue whether due to carelessness, negligent or otherwise, (v) any infringement or violation of any third party rights including but not limited to any Intellectual Property Rights, and/or and confidentiality agreements, (vi) your failure to comply with the obligations under these Terms, (vii) any disputes amongst the Participants in the team, and (viii) any other errors, faults or issues relating to this AI Challenge
- c. Any contents or materials provided in connection with this AI Challenge are provided "As Is" and "As Available" basis. The Organizer explicitly disclaims any and all representation, conditions, and warranties of any kind whether express, implied or otherwise. Accordingly,

the Organizer assumes no responsibility for the accuracy, reliability, or availability of its contents or materials and disclaims any liability for any errors or omissions, and for any loss or damage incurred as a result of the current or future use of these contents or materials whether for the purposes of this AI Challenge or for other purposes.

- d. To the maximum extent permitted by applicable law, the Organizer shall not be liable to you for any incidental, consequential, indirect, special or punitive damages, including but not limited to any loss of opportunity, loss of profits, loss of revenue, loss of contracts, loss of data, loss of your personal items, in connection with, or arising out of this AI Challenge. The Organizer's aggregate liability to you for any losses, damages and/or liabilities caused by, or arising from any breach, failure to perform any of its obligations under these Terms, and regardless of the number of claims, shall not exceed the aggregate sum of SGD \$1000.
- e. This clause shall survive the termination, expiration, cancellation and/or conclusion of the AI Challenge.

XIV. General

- a. The Organizer shall, at its sole and absolute right, make amendments to these Terms at any time, without notice. The amended Terms will be circulated to you via email. These Terms shall take effect and bind you upon the email circulation.
- b. A person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these Terms herein and notwithstanding so, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of these Terms.
- c. These Terms contain the entire and whole agreement between the parties and supersedes all prior written or oral commitments, representations, arrangements, understandings, or agreements relating to this AI Challenge.
- d. If any clause in these Terms herein is determined or declared to be invalid, illegal, or unenforceable by the court, such clause shall be adjusted to achieve the original intention of the Parties in a manner that is valid, lawful, and enforceable manner. If such adjustment is not possible, the clause in question shall be deemed deleted and rendered ineffective to the extent necessary, without affecting the validity or enforceability of any other clauses of these Terms.
- e. No failure or delay by any Party in exercising any rights, power or privilege under these Terms shall be construed as a waiver of such right, power or privilege. Any and all waivers shall be expressly given and agreed between both Parties. A waiver on one occasion does not operate as a waiver on other occasions, nor shall it have effect any other provisions in these Terms. For the avoidance of doubt, the exercise of any rights, power or privilege by either Party shall not preclude or inhibit the exercise of any other rights or remedies that may be available to such Party at law, equity or otherwise.

- f. Unless expressly stipulated under these Terms, nothing contained herein shall constitute this AI Challenge to be an arrangement for employment, any agency or fiduciary relationship, a joint venture or partnership.
- g. The construction, validity, interpretation, and enforceability of these Terms, shall be governed by, and construed in accordance with the laws of the Republic of Singapore to the exclusive jurisdiction of the courts of Singapore.
- h. Except where prohibited, the Parties agree that any and all disputes, claims, and causes of action in connection with, or arising out of, this AI Challenge or any prize awarded shall be resolved at the first instance, individually and privately between the Parties.