

Terms and Conditions

Teachers (“You”) must read these Terms and Conditions before entering the Competition on behalf of your students. By entering the Competition, you agree to be unconditionally bound by the following Terms and Conditions.

Introduction

1. The Bright Ideas Challenge is a competition organised by Pilipinas Shell Petroleum Corporation, a company incorporated in the Philippines with a registered office at Shell House, 156 Valero Street, Salcedo Village, Makati City (the “Promoter”) asking participants to imagine creative solutions to energy challenges faced by future cities (the “Competition”).

Entering the Competition

2. Entering the Competition

i. Entries must be submitted in accordance with these Terms and Conditions by a teacher at a school in the Philippines (a “School”) on behalf of a team at that School (a “Teacher” and “You”), excluding anyone professionally connected with the Competition (including employees and contractors of The Mind Museum). For the avoidance of doubt, the children/wards of the Promoter’s employees will be eligible to enter the Competition.

ii. Internet access is required.

iii. Entries can be submitted from 31 October 2017 to 19 January 2018 (the “Competition Period”). Any entries submitted after the Competition Period will not be valid.

3. To validly enter the Competition, Teachers must ensure:

i. Each individual team (“Team”) consists of two to five (inclusive) individuals ages 12 to 18 years old (inclusive) at all times during the Competition Period (“Individuals”). References to “Participants” in these Terms and Conditions include each individual in his or her own capacity and each individual as a member of a Team.

ii. You submit a completed Bright Ideas Entry Form (a “[Bright Ideas Entry Form \(this should be a link\)](#)”) in accordance with these Terms and Conditions on behalf of each Team you’re entering.

iii. You submit a Teacher Cover Sheet (a “Teacher Cover Sheet [\(this should be a link\)](#)”) in relation to all Teams you’re entering. This is to be submitted by 19 January 2018. By submitting a Teacher Cover Sheet you:

- Agree to be bound unconditionally by these Terms and Conditions;
- Confirm that each individual in each Team meets the criteria set out in these Terms and Conditions;

- Confirm that the parents/guardians of each Individual in each Team have been notified about the Competition; and
- Confirm that the parents/guardians of each Individual in each Team have provided written consent to submit an entry on behalf of the relevant Individual and that the relevant Individual has agreed to participate in the Competition.

iv. In addition to the Bright Ideas Entry Form and Teacher Cover Sheet, you can choose to submit any of the following supporting materials on behalf of a Team:

- A film (with a maximum length of three minutes);
- Computer generated visuals, photographs, technical drawings etc. (no more than two pages of A4); and/or
- A separate film (with a maximum length of three minutes) demonstrating how the physical prototype works.

Any of the above listed supporting materials and the Bright Ideas Entry Form are collectively known as “Competition Materials” for the purposes of these Terms and Conditions.

4. Teachers are encouraged to submit entries on behalf of multiple Teams, but each Individual is only permitted to be part of one Team.

5. For each Team you enter into the Competition, you must:

i. Submit a completed Bright Ideas Entry Form via email to c.guison@shell.com. This is to be submitted by 19 January 2018. For the entry to be valid the Bright Ideas Entry Form must describe:

- The energy problem facing a city in 2050 that the Team’s idea will solve;
- The Team’s idea and how it will solve the energy problem facing a city in 2050
- Whether the Team considered other solutions and why the Team’s idea is the best solution to solve the energy problem facing a city in 2050
- The scientific theories and/or research they conducted to back their ideas
- How the Team planned the project, including how the Team allocated tasks, managed deadlines and worked together
- An illustration of the Bright Idea prototype

The Bright Ideas Entry Form must state:

- The Team’s name
- The Team’s year group
- The name of the school that the Team attends on date of submission
- The postal code of the school that the Team attends on date of submission
- The number of Individuals in the Team
- What three strengths each Individual brought to the Team by reference to **Student A**, **Student B** etc.
- What each Individual learned about themselves during the process by reference to **Student A**, **Student B** etc.

- The Teacher's full name
- Whether you have provided any supporting materials on behalf of the Team

ii. Submit a Teacher Cover Sheet as set out in Clause 3 above. Any failure to submit a Teacher Cover Sheet, or any submission of incorrect or false information on the Teacher Cover Sheet, will result in the disqualification of the relevant Team.

iii. You are responsible for updating your email address and/or telephone number and key school contact details if these change during the Competition Period. You hereby agree that all correspondence relating to the Competition will be sent to you and the key school contact. The Promoter accepts no responsibility for a Teacher's failure to read any correspondence or any consequence of such failure.

iv. Ensure Teams' entries (to comprise Bright Ideas Entry Form as a minimum) are submitted as Word documents (.doc) or PDFs.

v. Submit supporting materials if you choose to do so, with the relevant Team name clearly identified as outlined below:

- Films (with a maximum length of three minutes) in .mov .wmv .flv .avi .mp4 format only to c.guison@shell.com using a secure uploading service
- Computer generated visuals, photographs, technical drawings etc. to c.guison@shell.com

6. All entries must be submitted in accordance with these Terms and Conditions.

7. The entries must be suitable to be viewed by individuals of all age groups, and must not include any nudity, violence, weapons or anything which is or may reasonably be considered by the Promoter in its sole and absolute discretion to be obscene, offensive, defamatory or otherwise objectionable or inconsistent with the brand values of the Promoter. The Promoter reserves its rights to disqualify at its sole discretion, any entries deemed to be in breach of this requirement and such entries will not be valid.

Intellectual Property

8. You agree that any Competition Material submitted on behalf of a Team will be treated as having been submitted on a non-confidential basis whether or not such Competition Materials are marked or referred to by the Participant or you as being confidential.

9. Neither the Promoter nor its affiliates will have a duty to treat the Competition Materials as confidential.

10. Participants and Teachers agree to provide the Promoter and its affiliates a worldwide, non-exclusive, royalty-free, perpetual licence (with the right to grant sub-licences) to reproduce, use, copy, modify, distribute and/or reference the whole or any part of any Competition Materials for any purpose whatsoever and in any media, whether or not currently invented.

11. Participants and Teachers warrant that they have the necessary rights to grant the licence contemplated in Clause 10.

12. Nothing in these Terms and Conditions shall be construed as the Promoter granting any Participant or Teacher any licence under the Promoter's and/or any of its affiliate's intellectual property rights (including, without limitation, the Promoter's/any of its affiliate's trademarks, trade names, and copyright in any images, publications and/or other materials produced by, or on behalf of, the Promoter/any of its affiliates and distributed to Participants and/or Teachers in connection with the Competition), which may only be used by Participants or Teachers with the Promoter's prior written consent.

13. Participants and Teachers acknowledge and agree that:

i. The Promoter, its affiliates and/or persons authorised by the Promoter/its affiliates may film, photograph and/or make other forms of recording of Participants and/or Teachers whilst Participants and/or Teachers are present at and/or participating in events organised for or in connection with the Competition ("Recording");

ii. As between the Promoter, Participants and Teachers, the copyright and any and all other intellectual property rights, title and interest in the Recording shall vest in the Promoter and/or its affiliates who shall be entitled to deal with all or any part of the Recording in such ways as the Promoter and/or its affiliates, in their absolute discretion, see fit; and

iii. The Promoter shall have no obligation to acknowledge Participants or Teachers in any finished material in which all or any part of the Recording is included.

14. By submitting an entry to the Competition via a Teacher, the Participant warrants that the content of the entry (including any Competition Materials) is entirely of that Participant's own creation and does not in any way infringe the intellectual property rights (including, without limitation patents, copyrights, visual materials in whatever form, sound recordings, any copyright protectable work, designs, trade or services marks, database rights, rights in know-how, rights protecting goodwill and reputation, moral rights or other similar rights in any country, in each case whether or not registered, and any applications for registration of any of the foregoing, and all rights to apply to register any of the foregoing) of any other person. If it is discovered that any entry is not the original creation of the appropriate Participant and/or breaches another person's intellectual property rights, the Promoter shall be entitled to disqualify that entry and the appropriate Participants from the Competition.

Personal Data

15. The Promoter collects the personal data of Teachers and nominated key school contacts as stated in these Terms and Conditions from the Bright Ideas Entry Form for the purposes of organising the management of the Competition (including arranging receipt of and/or participating in the prizes) and communicating with Teachers and/or nominated key school contacts in relation to the Competition and any related recruitment activities. The Promoter uses the services of STEM Inc for the purposes related to the processing of Personal Data in the context of the Competition. Personal data provided by you will only be used in accordance with these Terms and Conditions and the Promoter's Privacy Policy as stated on Promoter's website on www.shell.com.sg. By providing personal data to the Promoter, Teachers and key school contacts are consenting to its use in accordance with these Terms and Conditions and the Privacy Policy.

16. By providing the name and contact details of the school that a Team attends on the date of the submission to the Promoter, the Teachers and key school contacts consent to the disclosure of the name and contact details of each school to third parties in connection with the Competition and for related purposes (e.g. the subsequent promotion of STEM subjects in schools).

17. Ten (10) Participants will be shortlisted to participate in the finals (the “Finalist(s)”) and/or Teachers may be requested to take part in promotional activity relating to their involvement in the Competition by the Promoter and/or its affiliates and/or any third party involved with the Competition and the Promoter reserves the right to use the Team name and school name of the Finalists in any publicity. The Finalists and/or Teachers may be requested to take part in further reasonable promotional activities and consent forms will be issued to you by the Promoter. Such consent forms must be signed by the relevant parents/guardians prior to the relevant Individuals participating in the promotional activities. Some promotional activities may be managed by a third party and in that instance a representative of that third party will contact you separately.

18. The Promoter will not keep personal data relating to Teachers and/or nominated key school contacts for longer than is necessary and in any event no longer than nine months from the end of the Competition Period. Data relating to Teachers and/or nominated key school contacts will be retained by the Promoter for a reasonable period after the Competition Period to assist the Promoter in operating the Competition in a consistent manner and to deal with any queries relating to the Competition.

19. All personal data collected in relation to the Competition will be handled in accordance with the applicable data protection legislation.

20. The Data Controller of the data collected and processed in the context of the Competition is Shell Pilipinas Shell Petroleum Corporation. For any questions related to the processing of the Individuals’ or Teachers’ personal information, please address your queries to c.guison@shell.com.

Prizes

21. All entries will be judged on the following criteria:

- i. Relevance of the answer to the challenge which the Team has chosen to address and justification of the need for the solution (25%)
- ii. Quality and creativity of the solution (30%)
- iii. Relevant scientific knowledge and/or technical information and reference to their sources supporting the solution (25%)
- iv. Overall style and quality of presentation of the entry (10%)
- v. Evidence of collaboration and project management (10%)

22. The prizes available in this Competition (the “Prizes”) are as follows:

There will be 10 Finalists who will showcase their entries at The Bright Ideas Challenge Fair at The Mind Museum on February 24-25, 2018, of these there will be:

i. Seven (7) merit winners selected out of the 10 Finalists (“Merit Winners”) and each shall obtain a prize package worth Ten Thousand Pesos (Php10,000) each; and

ii. Three (3) overall national champions (“National Champions”):

- One (1) of the National Champions will be named national first place (“First Prize”) – which shall be a prize package worth One Hundred Thousand Pesos (Php100,000) for the winning Team’s school, to be spent on improving its science, technology, engineering and math decided; and another Php100,000 for the winning team plus a trip to the Make the Future Singapore, Shell’s festival of ideas and innovation, on March 8-10, 2018. Promoter will arrange and pay for all reasonable travel expenses (economy class only), hotel accommodation, admission fees to selected sights and meals;
- One (1) of the National Champions will be named national second place (“Second Prize”) which shall be a prize package worth Seventy Thousand Pesos (Php70,000`) for the school and Php70,000 for the team, and;
- One (1) of the National Champions will be named national third place (“Third Prize”) which shall be a prize package worth Fifty Thousand Pesos (Php50,000`) for the school and Php50,000 for the team.

iii. The Promoter reserves the right to award additional prizes during or at the end of the Competition.

23. By accepting a Prize, a Merit Winner and/or National Champion (as applicable) agrees to release and hold the Promoter and its affiliates harmless against any and all claims and liability arising out of the award of, the use or misuse of any Prize. Where the law implies warranties, which cannot be excluded, the Promoter’s liability for breach of those warranties is limited to resupplying the Prize (or paying for the costs thereof), where this is permitted by law. A Merit Winner and/or National Champion (as applicable) assumes all liability for any injury or damage caused, or claimed to be caused by participation in this Competition or use or redemption of any Prize.

24. The Merit Winners and the National Champions will be notified and announced on the day of The Bright Ideas Challenge Fair itself.

25. In the event that any of the Merit Winners or National Champions refuse acceptance of the Prize or, for whatever reason cannot accept the Prize, or if the Promoter is unable to make contact with any relevant school within seven (7) days after the relevant timeframe for notification stated in these Terms and Conditions, the Promoter reserves the right to award it to an alternative winner without liability to the original winner, as applicable.

26. The Prizes, as stated, are non-transferable and no substitution will be made except at the Promoter’s sole and absolute discretion. The Promoter reserves the right to award alternative prizes of equal or greater value, should the advertised Prizes or any part of them become unavailable for any reason whatsoever.

Disqualification

27. The Promoter reserves the right to refuse participation, or to disqualify, at any time during the Competition, Participants or Teachers who have submitted incorrect or misleading information. Participants and/or Teachers who do not comply with these Terms and Conditions may also be disqualified from the Competition without further notice. In the event that a Teacher is disqualified then the Promoter reserves the right to disqualify all Teams submitted by that Teacher.

28. Participants and Teachers will have no recourse against disqualification decisions.

29. If at any stage in the Competition a Participant/Team is disqualified from the Competition or a Participant/Team cannot be traced or contacted after reasonable efforts have been made by the Promoter, that Participant/Team will forego the right to progress to the next stage of the Competition and the Promoter at its sole discretion may arrange for a replacement Participant/Team to be selected, without liability to the disqualified, untraceable or uncontactable team, as appropriate.

30. Any Participant or Team suspected by the Promoter of plagiarism may be investigated, and, if deemed appropriate by the Promoter (in its absolute discretion), disqualified from the Competition.

General

32. The judgments and decisions of the Promoter are final and binding in all matters and no correspondence will be entered into by the Promoter.

33. The Promoter reserves the right to cancel, amend, terminate or temporarily suspend this Competition due to any event beyond the reasonable control of the Promoter, with no liability to any Teams, Individuals, Teachers or third parties.

34. The Promoter reserves the right to, upon notice to you, unilaterally amend these Terms and Conditions from time to time.

35. The Promoter assumes no responsibility or liability for any loss arising out of or from: (i) technical issues, system or software failures experienced by a Teacher in submitting a Team's entry or by a Participant and/or Teacher accessing the Competition Website; (ii) user errors; (iii) negligent use of the Competition Website; or (iv) late, lost, delayed, damaged, misdirected, incomplete or unintelligible registrations/entries. Proof of sending will not be accepted as proof of receipt.

36. By submitting an entry on behalf of a Team, you hereby acknowledge that the Promoter has no responsibility to return any Competition Materials to you, your School, a Team or an Individual.

37. By submitting an entry on behalf of the Team, you agree to take all reasonable steps to ensure the health and safety of Teachers and Participants during the Competition. This includes but is not limited to the provision of relevant safety equipment to the Participants for the purposes of conducting the ice breaker activities.

38. The Promoter shall not be liable to Participants or Teachers under or in connection with the Competition for any indirect, economic or consequential loss or for any loss of profits, loss of business, loss of contracts, loss of use or loss of reputation.

39. By submitting entries Teachers hereby certify that any technical information contained therein is not restricted for export to Singapore, the UK, or Netherlands.

40. This Competition and these Terms and Conditions are governed by Philippine law and subject to the exclusive jurisdiction of the Philippine courts.