

TERMS AND CONDITIONS

WASTE TO ART COMPETITION 2019

1.0 GENERAL

- 1.1 The Waste to Art Competition 2019 (“Competition”) is open for all.
- 1.2 Each participant is eligible to submit their entry for each categories: 2-Dimensional Art and 3-Dimensional Art and New Media (Digital Art) but shall be allowed to submit **ONE ENTRY PER CATEGORY**.
- 1.3 The artwork(s) and production(s) submitted by the participants must be originally produced by the participants and must be unpublished or has never been submitted to any other competitions or events including, but not limited to any of the competitions organized by Solid Waste and Public Cleansing Management Corporation (“SWCorp”).
- 1.4 All artwork/production will be judged based on the following criteria and each criterion will carry 20%:
 - a. Originality and creativity
 - b. The concept and ideas
 - c. Quality of design/video and composition
 - d. Use of medium / Artistic finish
 - e. Overall impression
- 1.5 Each participant is entitled to win **ONE PRIZE ONLY** per category.
- 1.6 All costs incurred in participating in this Competition (including the framing of the artworks) shall be at the sole expense of the participants.
- 1.7 SWCorp reserves the right to extend any date specify for the Competition contain herein and the decision will be made at the sole discretion of SWCorp.

- 1.8 SWCorp reserves the right to change, suspend or vary the Competition's Terms and Conditions contain herein at any time, wholly or in part by way of posting such changes on SWCorp official website or in any other way deemed suitable by SWCorp without prior notice to the participants and the decision will be made at the sole discretion of SWCorp.
- 1.9 By participating this Competition, the participants agree to be bound by the competition terms and conditions contain herein ("Terms and Conditions") and to the decisions of SWCorp shall be final and binding in all respects.
- 1.10 A waiver (whether expressed or implied) by SWCorp of any of these Terms and Conditions or of any breach of or default by a participant in performing any of its obligations under these Terms and Conditions shall not constitute a continuing waiver and that waiver shall not prevent SWCorp from acting on any subsequent breach of or default by the participants under these Terms and Conditions.
- 1.11 SWCorp shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by the participants and/or any third parties resulting directly or indirectly from the conduct of the participants to participate in this Competition.
- 1.12 Competition Calendar

Phase 1 : Pre Selection Round (Concept and Ideas Submission)

Competition Opens	- 01.06.2019 (Saturday)
Entry Dateline*	- 31.07.2019 (Tuesday)
Pre Selection	- 05.08.2019 (Monday)
Result Announced*	- 09.08.2019 (Friday)

Phase 2 : Final Selection Round (Physical Artwork Submission)

Submission Opens	- 12.08.2019 (Monday)
Submission Dateline*	- 18.10.2019 (Friday)
Final Selection*	- 22.10.2019 (Tuesday)

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- Exhibition***
- 28.10.2019 (Monday)
 - 24.11.2019 (Sunday)

- Prize-Giving Ceremony***
- 11.11.2019 (Monday)

** These dates may be subject to change*

2.0 COMPETITION CATEGORIES

2.1 All artwork must capture and express the story, concepts and ideas which shall be determined by SWCorp in its sole discretion.

2.2 There are three (3) categories for this competition:

a. 2 Dimensional Art Category

- i. Open to all 2 dimensional categories such as paintings, collage and drawing.
- ii. Size 1.5m x 1.5m (max) and 0.5m x 0.5m (min)
- iii. The artwork must be made from recyclable and/or discarded and/or used materials that would otherwise be thrown away with thickness not exceeding 1.5cm. However, it is needed to be safe: no sharp edges and it must be stable.
- iv. There is no specific requirement in the orientation or shape of a participant's artwork.

b. 3 Dimensional Art Category

- i. Open to all 3 dimensional arts such as sculpture and installation. Functional artworks like craftworks and wearable items also can be accepted.
- ii. Size 1.5m x 1.5m x 1.5m (max) and 0.5m x 0.5m x 0.5m (min)

- iii. The artwork must be made from recyclable and/or discarded and/or used materials that would otherwise be thrown away. However, it is needed to be safe: no sharp edges and it must be stable.
 - iv. The artwork must be able to withstand transportation and must be able to stand on its own.
 - v. There is no specific requirement in the orientation or shape of a participant's artwork.
- c. New Media (Virtual Art) Category
- i. Works entirely created by using the computer or digital applications and devices. Works featuring an installation will have to be adaptable to the exhibition space available. All interactive art is eligible as long as it engages with technology in some form such as augmented reality (AR), virtual reality (VR) and 4D projection mapping.
 - ii. Space size/screen size 3.0m x 3.0m (max)
 - iii. The artwork must be related to the theme of this competition.

3.0 PLAGIARISM

- 3.1 If the participants get their inspiration(s) or make reference(s) from other original work(s) created by other owner(s) to compose their submission entries of Waste to Art Competition 2019, he/she MUST state as a disclaimer/citation of the original work(s) under the **CREATIVE RATIONALE** column in the online submission form. Failing to do so, the participants will be deemed to have plagiarised their work and will be disqualified if the organiser finds the submission entries to have been in violation of the intellectual property of the respective owner(s).

3.2 The artwork and its artist will be disqualified immediately from the competition if plagiarism of an artwork is found or brought to the attention of SWCorp at any point during the competition at the discretion of SWCorp.

3.3 If plagiarism is found or brought to the attention of SWCorp:

- a. The artwork will immediately be removed from exhibition.
- b. The artwork will not be eligible for auction during the exhibition.
- c. The winner / shortlist will be stripped of their title and winnings.
- d. The title and winnings will go to the next eligible artwork and artist determined by SWCorp in its sole discretion.

4.0 PHASE 1: PRE-SELECTION ROUND (CONCEPTS AND IDEAS SUBMISSION) - ONLINE SUBMISSION OF ENTRY FORM

4.1 All application must be submitted through online submission only (www.swcorp.my/wastetoart) and no physical submission will be allowed.

4.2 Participants must accurately **COMPLETE THEIR DETAILS** in the online form and upload **ENTRY PROPOSAL** and at least **A SKETCH OF THEIR ARTWORK**. Participants may upload up to maximum of 2 sketches of their artwork to highlight close-up details of their entry. SWCorp will not be liable for any consequences due to the mistake and omission by the participants in submitting their details in the online form.

4.3 Participants must accurately fill in their name in the online form as per NRIC/passport.

4.4 The entry proposal/creative rationale of the artwork may be submitted in English or Bahasa Malaysia. Permitted file format is .pdf only. **ENTRY PROPOSAL** must consist of:

- a. Artist statement
- b. Title of artwork
- c. Detailed idea and concepts for artwork
- d. Medium and/or materials to be used
- e. Illustrations of actual artwork (dimension of actual sculpture – height, width and depth)
- f. Selection of materials and costing

4.5 **SKETCH OF THEIR ARTWORK.** Each sketch shall not be larger than 5MB. Permitted file formats are .jpeg, .gif and .png only. Participants must make sure the finished artwork match with the submitted sketch. For 3-Dimensional Art and New Media (Digital Art) Category, the sketches uploaded must shows/reflects the actual conditions of the artwork, any photograph(s) that are found to have been digitally altered or modified in any manner will be disqualified.

4.6 By submitting the application and/or artwork, participants agree to accept and to be bound by the Terms and Conditions of this Competition.

4.7 All rights and ownership to the concept and ideas belongs to SWCorp and SWCorp reserves the right to deal with the ideas and concept in any manner, including but not limited to, exhibit, sell, publish, and advertise the ideas/concept in any capacity related to the competition.

5.0 **PHASE 2: FINAL SELECTION (PHYSICAL ARTWORK SUBMISSION)**

5.1 If your idea(s) and concept(s) are shortlisted for the final judging, you will be notified by telephone, e-mail and/or SMS on or before **9 August 2019 (Friday)**. The shortlisted participants are required to submit the physical artwork **before or by 18 October 2019 (Friday)**. Any shortlisted artwork received after this date will be automatically disqualified.

5.2 The artwork must be submitted to:

Perbadanan Pengurusan Sisa Pepejal & Pembersihan Awam (SWCorp)

Blok J MKN Embassy Techzone,

Jalan Teknokrat 2,

63000 Cyberjaya,

Selangor.

Contact Person: Encik Mohd Farhan / Encik Mohd Fadzli

Bahagian Pendidikan Masyarakat (03-8312 4161 / 4163 / 4157)

5.3 SWCorp will not be liable in any manner to the participants should any artwork become lost, missing or damaged while if the artwork is submitted by post. Every artwork must be accompanied by the information form attached to the artwork top with the info of (1) participant's full name and identity card number (as per NRIC), (2) original artwork title, (3) concise creative rationale in English or Bahasa clarifying the participant's artwork story, idea or concept and (4) contact details: contact no., address, e-mail address etc.

5.4 All costs incurred in transporting of the shortlisted artwork shall be at the sole expense of the participants.

5.5 By submitting the artwork, the participants agree to accept and to be bound by the Terms and Conditions of this Competition.

5.6 All rights and ownership to the shortlisted artworks belongs to SWCorp. SWCorp reserves the right to deal with the shortlisted artworks in any manner, including but not limited to, exhibit, sell, publish, and advertise the shortlisted artworks in any capacity related to the competition.

6.0 RESULTS OF THE COMPETITION

6.1 The artworks will be judged by a panel of local artists/art connoisseurs/art critics/curators or other creative professionals and SWCorp representative

appointed at the absolute discretion of SWCorp. The decision of the judges is final and conclusive. No correspondence will be entered into on this subject before, during, and/or after the Competition.

- 6.2 SWCorp reserves the right not to award any of the stipulated prizes should artwork fail, in the judges' opinion, to meet the required standards.

7.0 ANNOUNCEMENT OF RESULTS

- 7.1 The winners will be selected by a panel of appointed judges and will be notified through telephone, e-mail and/or SMS on or before National Recycling Day 2019 (11 November 2019).

- 7.2 All awards will be presented to all winners at an award ceremony in conjunction with National Recycling Day and the winners will be notified on the venue, date and time by telephone, e-mail and/or SMS. The judges' decisions are final and no appeal or correspondence will be entertained.

- 7.3 The cost of travelling will be borne by the winners/participants.

8.0 EXHIBITION OF WINNING ARTWORK

- 8.1 All winning artworks will be exhibited at the Waste to Art Exhibition ("Exhibition"). The venue and the dates of the Exhibition will be confirmed later by SWCorp.

- 8.2 Winning artworks will become the property of SWCorp. SWCorp reserves the right to promote all winners and their artworks for its advertising and promotional activities without further reference to the winners and without obtaining any other further consent or making any payment whatsoever to the winners for publicity, advertising, trade or promotion purposes in any media except in the case of payment to the winner(s) pursuant to the sale of artwork.

8.3 SWCorp reserves the right to exhibit or reproduce any winning artwork in whatever way deemed fit without prior notice, consent or payment to the winners except in the case of payment to the winners pursuant to any sale of any artwork.

8.4 SWCorp reserves the right to decide any artwork by any of the participant to be exhibited during the Exhibition.

9.0 AUCTION OF ARTWORKS

9.1 SWCorp reserves the right to sell the exhibited shortlisted artworks at such price as SWCorp may determine in its sole discretion.

10.0 EXCLUSION OF LIABILITY

10.1 SWCorp will not be liable for any losses suffered by the participants or any third party due to the participants' breach of any Terms and Conditions contain herein. SWCorp will not be liable for any damages or losses to the artwork in any circumstances including but not limited to the following:-

- a. damages or losses to the artworks during the delivery of the artwork to SWCorp;
- b. damages or losses to the artworks when the artwork is in the possession of the SWCorp ; and
- c. damages or losses to the artworks after the participants have collected their respective artworks.

11.0 INDEMNITY

11.1 In the event there are any claims against SWCorp, its agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents by any individual, organisation, governmental authority or any

third party due to the conduct of the participants, the participants agree to indemnify the same to SWCorp for any damages and losses suffered.

12.0 COPYRIGHT/INTELLECTUAL PROPERTY

- 12.1 All submission materials and artwork submitted to SWCorp in accordance with these Terms and Conditions must be the original works produced by the participants. The participants must also be the owners of the physical, copyright and intellectual property of all the submitted materials and artwork.
- 12.2 All winning artwork including the documents and materials submitted/artwork to SWCorp shall be the sole property of SWCorp. SWCorp reserves the right to retain all winning artworks and any supporting documentation. Participants are advised to photograph their submissions for their own records prior to submission.
- 12.3 All winners shall grant SWCorp , royalty-free, exclusive license to exhibit, archive and reproduce images of their winning artwork including, but not limited to brochures, calendars, catalogues, post cards and websites or any kind of medium which in the opinion of SWCorp is fit for promoting the Competition or marketing purposes.
- 12.4 Each participant undertakes to indemnify and hold SWCorp and its officers and agents harmless from and against any and all liability, loss, damage, costs and expenses in relation to any claim or action brought against SWCorp or its officers and agents arising out of a breach of this warranty by the participant.

13.0 ACCEPTANCE OF TERMS AND CONDITIONS

- 13.1 Submission of artwork signifies acceptance of the Terms and Conditions of the Competition by the participants. While all reasonable care will be taken of the artwork submitted, SWCorp assumes no responsibility for any loss of or damage

to the artwork including but not limited to the artwork, photographs and any documents submitted before, during, and/or after the Competition.

14.0 DISCLOSURE AND USE OF PERSONAL DATA

14.1 By submitting an entry to SWCorp, the participants consent to SWCorp for disclosing the Personal Data and photographs of the participants for:

- a. publishing in any mass media or marketing materials for advertising or publicity purposes; and
- b. any other purpose in relation to the Competition which is considered by SWCorp to be in SWCorp interest, in any manner as and when SWCorp deems necessary without further notice to the participants and/or the award winners.

14.2 The participants agree and giving consent to SWCorp branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of, and the Group are permitted to process all the Personal Data submitted by the participants. The term “process” shall include but is not limited to, collecting, recording, holding, storing, using and/or disclosing.

14.3 “Personal Data” may include, but is not limited to, the participants’ name, identity card number, address, e-mail address, phone number, gender and other relevant information provided by the participants during or after the Competition.

14.4 The purpose for which SWCorp collect the Personal Data (“Purpose”) includes the following:

- a. to establish the participants’ and/or the award winners’ identity and background;

- b. for communications with the participants and/or the award winners on any matters
- c. pertaining to the Competition, including but not limited to queries on the entry form,
- d. details on the award ceremony and notification to the winners on the awards and prizes;
- e. to contact the participants and/or the award winners to discuss any future exhibitions,
- f. publicity events related to their artworks and other art events;
- g. to create a SWCorp Waste to Art alumni mailing list to update alumni members on activities relating to any future similar campaigns or competitions;
- h. to meet the disclosure requirements of any law binding on SWCorp;
- i. for any other purpose that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities.

14.5 The participants' Personal Data will be collected from the information the participants have provided to SWCorp in the entry form and any other documents provided in relation to the Competition.

14.6 The participants need to provide SWCorp with the Personal Data which are requested by SWCorp, failing which SWCorp may refuse to accept the participants' registration/entry in the Competition.

14.7 The participants and/or the award winners agree and consent that SWCorp may transfer their Personal Data outside of. All Personal Data held by SWCorp and the Group will be accorded with reasonable level of protection against any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or deletion.

- 14.8 SWCorp agrees to take reasonable steps and measures to secure the safety of the Personal Data collected from the participants.
- 14.9 SWCorp agrees the Personal Data collected from the participants shall not be kept longer than is necessary for the fulfilment of the purposes stated in this Terms and Conditions.
- 14.10 In the event the participants wish to update, rectify or want to know what kind of Personal Data have been collected by SWCorp, the participants may contact this number 03-8312 4161 or e-mail to mohd.farhan@swcorp.my for further enquiry.