

“Your Brand, Your Story” Contest

Terms & Conditions

Please read these Terms and Conditions carefully before you enter this Contest. By entering, you are deemed to have accepted these Terms and Conditions and that you agree to abide by them. If you do not agree to these terms and conditions, please refrain from participating in this Contest. The Organiser reserves the right to amend the Terms and Conditions at any time without prior notice.

CONTEST INFORMATION

This **“Your Brand, Your Story”** Contest (“Contest”) is organized by **Teleport Social Sdn Bhd** (“Organiser”). The Contest consists of two components, the Application part and the Fulfillment part, and the full contest period is from **1st March 2020 until 31st May 2020** (“Full Contest Period”) and winners will be announced on **5th June 2020**.

ELIGIBILITY

1. This Contest is open to all Malaysians and/or foreigners residing in Malaysia aged 18 and above (as at the date of participation in this contest) with a valid Malaysian National Registration Identity Card (NRIC) or Passport and who have a Teleport Social account (“Participants”). Employees, shareholders, officers, directors, agents, distributors and representatives of the Organiser and each of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives and advertising agencies (“Related Parties”), together with the immediate family members (regardless of where they live) and those living in the same household of such persons (whether or not related), are not eligible to participate in the Contest.
2. The Organiser reserves the right to disqualify any Participant who does not comply with any of the Terms and Conditions of this Contest or if the Organiser is of the view that the Participant fails to meet any of the Organiser’s participation criteria or has acted in an unacceptable manner as determined by the Organiser.

CONTEST MECHANICS

1. The Contest consists of two components:
 - a. Application: runs from the first day of the month until the last day of the same month, starting from **March 2020 until May 2020**. The Organiser will select only one (1) Participant to be named as the winner based on the Total Entry(-ies) submitted throughout the campaign period (“Winner”).
 - b. Fulfillment/Utilisation of Grand Prize: Winner will have one year to utilise their Grand Prize.
2. Application:
 - a. To participate in this Contest and stand a chance to win 500 Free Orders, each Participant must:
 - i. Share his/her story on Facebook or Instagram

- ii. Elaborate on his/her entrepreneurship journey by using photos to describe or illustrate your products, brands, startup stories;
 - iii. Tag us at @teleport.social
 - iv. Successfully sign up and apply for a Teleport Social Business Account (and approved the same) should he/she is not a seller on Teleport Social yet.
3. Each Participant may submit one (1) contest entry ("Entry") per calendar month during the Full Contest Period.
4. After the end of campaign period, one Winner will be selected based on the originality and creativity of the Participants' Entries. The Winner will receive the Grand Prize for the campaign.
5. Fulfillment: Each Participant who is selected as the Winner must:
 - a. document their journey as much as they are comfortable with through pictures, videos, vlogs, and written notes which will be used by the Organiser for advertising, marketing, publicity and/or any other purposes.
 - b. Send such journey documentation to the Organizer within a reasonable timeline.
6. All contents submitted by the Participants are the sole responsibility of such Participant.
7. By participating in the Contest, Participants acknowledge that the contents they submit do not infringe the intellectual property rights of any third party. In the event that they do, Participants shall release the Organiser from any liability in relation to damages, losses (including any loss of data or profits) or any other consequences that the Participants may incur.
8. The Organiser reserves the right to edit, remove, or disqualify any submission deemed inappropriate or suspected of infringing any copyright or contain elements not suitable for public's view or is against the public interest, subject to Organiser's discretion.

PRIZES AND PRIZE REDEMPTION

1. There are a total of **One (1)** Grand Prize for the Contest, of the calendar year, from **March to May 2020**.
2. Each Participant is only entitled to win one (1) Grand Prize only.
3. The Grand Prize(s) are as stated from time to time by the Organiser. The type of the Grand Prize(s) may vary (or at any time) and may be subject to change and is determined by and at the sole discretion of the Organiser. The Organiser reserves the right to substitute any prize with another without prior notice. No disputes will be entertained regarding the type or nature of the monthly Grand Prize.
4. If a Participant is shortlisted as the Winner, the Organiser will be in touch via the contact details or email address supplied during the Entry submission process. Participants are encouraged to keep their contact numbers active and to regularly check their email accounts.
5. The shortlisted Participants will be required to produce Proof of Identity during or prior to Winner selection for verification. The only forms of Proof of Identity accepted by the Organiser are as follows: valid NRIC /Passport/Drivers license. Failure to provide any Proof of Identity entitles the Organiser to disqualify the Participant/Winner.
6. The Winners of the Contest will be contacted directly by the Organizer.

7. When the form of the Grand Prize is money, it will be transferred to the **Winner's Teleport Social approved business account** as a redeemable credit. Such money will only be used on Teleport Social's Platforms and cannot be converted into actual cash.
8. When the form of the Grand Prize is a certain number of free delivery services:
 - a. It will be credited to the Winner's Teleport Social approved business account for immediate use.
 - b. Such free delivery service cannot be redeemed nor converted to any other form (including cash or any goods with monetary value).
 - c. Such free delivery service can only be used within one year as of the time it is credited to the Winner's business account.
 - d. Any unused free delivery services after the end of the period will be forfeited and will not be redeemable/convertible to any other form/refundable.
9. The Grand Prize will only be transferred/credited to the Winner's Teleport Social approved business account. If the Winner has yet to apply for a business account with Teleport Social at the time of the announcement of the Winner, then the Organiser will not be able to transfer/credit the Grand Prize to the Winner's Teleport Social business account until the account has been applied and approved. For the avoidance of doubt, the inability of the Organiser to transfer the Grand Prize to the Winner's Teleport Social approved business account due to rejected application (for business account) shall not be a reason for dispute by the Participant/Winner and shall not give rise to any claim by the Participant/Winner against the Organiser. The Organiser reserves the right to forfeit the Grand Prize or to pick and award the Grand Prize to another Participant in the event the current then named Winner does not have an approved Teleport Social business account at the time the Organiser wishes to transfer the Grand Prize to Winner's business account.
10. The Organiser's decision in relation to all aspects of the Contest (including determination of the Winner) is final, binding and conclusive under all circumstances and no correspondence, appeals, complaints, disputes or dissatisfaction from any Participant or Winner will be entertained.
11. After being notified, the Winners will be contacted by the Organiser to help them utilizing the Grand Prize. In the event that a winning Participant is not contactable after three (3) attempts in three (3) consecutive days, or if contacted, chooses not to accept the prize, the Organiser reserves the right to disqualify the Participant's eligibility and forfeit the Grand Prize, or to select the next qualified Participant as the Winner according to the discretion of the Organiser.
12. Should the Winner fail to meet any requirements set in this Terms and Conditions, the Organiser reserves the right to forfeit the Grand Prize or award the Grand Prize to other Participants/Winners.

RIGHTS OF THE ORGANISER

1. The Participant agrees that all materials submitted by the Participant for this Contest belong to the Organiser. Where applicable, the copyright and all intellectual property rights (including moral rights) subsisting in all materials including but not limited to digital or non-digital materials (e.g.: videos and images) shall, upon submission, belong to the Organiser.
2. The Organiser reserves the right to publish and use the names, photographs, images, personal details, audio recordings and/or videos submitted by the Participant/Winner or of any Participant/Winner for advertising, marketing, publicity and/or any other purpose, without any prior notice or compensation to the said Participants/Winners. Participants and Winners shall not be entitled to claim ownership or other forms of compensation or fees on any of the materials.
3. In consideration of the Organiser offering to the Participant the opportunity to participate in the Contest, the Participant hereby unconditionally and irrevocably agrees and consents to the following:
 - a. The Organiser is permitted to use the Participant's name, image, voice, slogan, entries, and/or stories for editorial, advertising, promotional, marketing and/or other purposes without further notice or compensation.
 - b. Where required by the Organiser, the Participant shall voluntarily make himself/herself available for the production, recording and publicity of the Contest for such duration as may be notified by the Organiser, including but not limited to recorded or non-recorded interviews, taking of still photos, audio and/or visual recording for promotions and publicity use (collectively "Recording"). All costs for the attendance and participation of the Participant shall be borne solely by the Participant and the Organiser shall not be liable to reimburse any cost, expense, salary or compensation to the Participant.
 - c. The Organiser shall have the absolute right and discretion to advertise and/or air and/or print the Recording and/or use the slogan, names or nicknames on any of its programmes/channels or in any media whatsoever, in whole or in part, at the Organiser's discretion. All copyrights subsisting in the Recording shall belong to the Organiser absolutely.
 - d. The Organiser reserves the right, at its sole and absolute discretion, to use and exploit the Intellectual Property via any means or media and in any manner and anytime that it deems fit without first obtaining any consent nor making any payment whatsoever to the Participant and/or the Contest Winner(s) and/or representatives.
4. The Organiser reserves the right, at its sole discretion, to disqualify any Participant who tampers with the Contest mechanics, systems, software or any other processes connected with this Contest.
5. The Organiser reserves the right, at its sole discretion, to remove and/or disqualify any Participant and/or Entries found (in the Organiser's discretion) to be indecent or unsuitable for public consumption, or found or suspected of cheating/hacking/tampering with the Contest submission process, the operation of this Contest or to be in violation of any Terms and Conditions of the Contest. The Organiser reserves the right to pursue legal action against any individual whom it believes to have been involved in fraudulent

activities or other activities harmful to the Contest, the Organiser or the Contest submission process.

6. The Organiser reserves its absolute right to cancel, vary, extend, suspend and/or terminate the Contest without reason and/or any prior notice or if it does not receive sufficient numbers of eligible Entries or if the Contest is not capable of being continued for whatever reasons. For the avoidance of doubt, cancellation, termination or suspension of the Contest by the Organiser shall not entitle Participants to claim against or for compensation from the Organiser.

ADDITIONAL TERMS AND CONDITIONS

1. By participating in this Contest, the Participant is deemed to have read, understood, agreed to and unconditionally accepted the Terms and Conditions herein and any additional terms and conditions stipulated by the Organiser from time to time.
2. The Participant warrants, undertakes and agrees that Entries submitted shall be his/her original work and shall not infringe any right of any third party and/or violate any copyrights, patents, trade names, proprietary, personal, privacy or moral right(s) of any third party.
3. The Participant warrants, undertakes and agrees that Entries submitted by the participant shall not contain elements of sexual themes, graphic violence, defamatory or libelous statements or material considered illegal/offensive or may contravene the laws of Malaysia or materials likely to tarnish the image of the Organiser and/or its parent, related companies and affiliates or bring the Organiser's reputation and/or that of its parent, related companies and affiliates into disrepute. Any contravention of this clause shall grant the Organiser the absolute discretion to disqualify and reject and/or remove any Entry or posting immediately without prior notice.
4. The Participant agrees to release, discharge, and hold the Organizer and any of its Related Party harmless against any and all claims from any party related to the Entry submitted by the Participant, including related to infringement of intellectual property, dispute regarding ownership, dispute regarding originality/accusation of plagiarism, etc.
5. The Participant warrants, undertakes and agrees that the Organiser shall have the sole right to use or exploit the Participant's Entry or any part thereof in any and all forms of media by any and all manner or means throughout the world for the full period of copyright including all renewals together with the right to authorize others to do so without having to pay any remuneration or royalties to the Participant. For the avoidance of doubt, the Organiser is under no obligation to use or exploit any part thereof.
6. All rights and privileges herein granted to the Organiser are irrevocable and not subject to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Contest, the production, distribution, exhibition and/or exploitation of the Contest and/or any product based on and/or derived from the Contest .
7. These Terms and Conditions shall prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional or advertising materials

for the Contest. The Organiser reserves the absolute and sole right to, change, amend, delete or add to the Terms and Conditions (wholly or in part) and other rules and regulations including the mechanism of the Contest (including the nature or type of the Grand Prizes) from time to time and at any time without prior notice.

8. Submissions of Entries do not guarantee participation in the Contest. The Organiser has the absolute discretion to reject or refuse submission of Entries and participation by the Participants for reasons, including (without limitation) where the Entries are not complete or any provisions in the Terms and Conditions are not complied with.
9. The Organiser reserves the right to disqualify and/or exclude Participants and/or revoke a Grand Prize (at any stage of the Contest) if:
 - a. the Participant is ineligible or does not meet any of the eligibility criteria set out in the Terms and Conditions; or
 - b. the Participant breaches the Terms and Conditions or other rules and regulations of the Contest or violates any applicable laws or regulations; or
 - c. in the Organiser's sole determination, it believes that the Participant has attempted to undermine the operation of the Contest by fraud, cheating or deception.
10. In the event of a disqualification after a Grand Prize has been awarded, the Organiser reserves the right to demand for the return of the Grand Prize or payment of its equivalent value from the disqualified Participant/Winner.
11. Whilst the Organiser will endeavor to conduct necessary verifications on the eligibility of participants, failure to disqualify any ineligible participants shall not be deemed a breach by the Organiser.
12. The Winner agrees that he/she shall not make any claims against or seek compensation from the Organizer and the Organizer will not be responsible should the event/details there be cancelled or postponed due to whatever reason. The Organiser shall bear no responsibility for any damage, loss (including but not limited to direct, indirect and consequential loss), liability, injury or disappointment incurred or suffered by any Participant in connection with this Contest.
13. The Winner agrees to release, discharge, and hold harmless the Organiser, its parent, its related companies, its affiliates and agencies, and their respective employees, officers, directors and representatives from any untoward incidents, fatalities, injuries, claims, losses or damages which may occur in relation to the usage/fulfillment of Grand Prize fulfilment, or as a result of any action or inaction by the Winner.
14. The Participant shall not dispute any part of the Contest (or the award of the Grand Prize) nor make any oral or written complaints, public announcements, or statements on the same whether during or after the Contest Period.
15. The Winner shall solely be liable and responsible for any taxes, duties, or levies related to the Grand Prize and payment thereof by the Organizer to the Winner.
16. The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Contest.

17. In the event of any inconsistency, conflict, ambiguity or discrepancy between the English version and any other languages of these Terms and Conditions, the English version shall prevail at all times.
18. These Terms and Conditions are governed by the laws of Malaysia and the parties agree to subject any dispute or claim between them under the jurisdiction of courts in Malaysia.