

## OFFICIAL TERMS & CONDITIONS

By entering Vietnam Young Spikes 2018, the entrants and participants automatically agree to accept and abide by these Official Terms and Conditions. All decisions of the Organizer with respect to any aspect of this competition, including without limitation to the eligibility of entries, are final and binding on all entrants and participants in all matters as they relate to this competition.

### I. Definitions

- A. **Competition Organizer:** The organizer is AIMAcademy Training Joint Stock Company (“**AIM Academy**”), who will be referred to as the “**Organizer**” or “**Competition Organizer**”.
- B. **Competition Sponsor:** The sponsor is a corporation duly established and operating in Vietnam, or any individual and would like to sponsor Vietnam Young Spikes 2018 held by AIM Academy, hereinafter be referred to as the “**Sponsor**”.

### C. **Competition Eligibility:**

To be eligible to participate in the Vietnam Young Spikes 2018 Competition (the “**Competition**”) you must meet all the requirements as below:

- I. Hold a valid Vietnamese passport or a Vietnamese national identity card;
- II. Be 30 years old or younger (i.e. be born on or after 23rd September 1988);
- III. For
  - **Student League:** Be a current full-time student at an accredited college/ university and not yet graduated. A team of 1 full-time student and 1 Industry Practitioner is not eligible;
  - **Industry Practitioner League:**
    - Be a full-time employee in an advertising company or agency; or a freelancer in advertising or creative communication;
    - Be an intern who is officially graduated from university or college and having experience in advertising or creative communication;
    - Be a full-time employee in a company, and in-charge of marketing jobs; in this case; only a team of 1 member from agency side and 1 member from client side is acceptable.
- IV. If you are declared a winner, you must ensure that your passport is still valid with at least six months from expiry, you are not under any restrictions, able to comply with all visa and other requirements for travelling to Singapore and able to attend Young Spikes Competition in Spikes Asia 2018, Singapore from 26th September 2018 to 28th September 2018;

The following people are not eligible for the Competition:

- I. Vietnamese overseas without a Vietnamese passport are not eligible for the Competition;
- II. AIM Academy’s employees and website partner are not allowed to enter this Competition;
- III. Candidates who have been refused visa or to entry into any country should notify the Competition Organizer before the registration;
- IV. Candidates who won previous Vietnam Young Spikes with Gold Prize or represented Vietnam in Young Spikes Competitions are not eligible for this year’s Vietnam Young Spikes in the same league.

If you meet all of the eligibility requirements to participate in and enter the Competition, you are referred to herein as an “**Eligible Entrant**”. Candidates must be fluent in written and spoken English since all briefs and instructions will be delivered in English ONLY (there will be no translation). All submitted works must be prepared and presented in English.

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#### D. **Competition Categories:**

Vietnam Young Spikes 2018 will have three categories:

- **Integrated:** To develop a fully integrated campaign in 48 hours. Available to both Student League and Industry Practitioner League.
- **Media:** To develop an innovative media strategy and plan in 48 hours. Available to Industry Practitioner League only.
- **Digital:** To develop an integrated social media campaign in 48 hours. Available to both Student League and Industry Practitioner League.

E. **Copycat:** Means any act intentionally and/or unintentionally to copy, imitate, emulate, simulate or mime the following, including but not limited to, words, images, ideas, contents, gestures and expressions of another individual/ entity/ product/ service/ Submission/ others.

F. **Seeking for Help:** Means any act intentionally and/or unintentionally to seek for the help or receive the help from any other individual/ entity in any manner.

#### II. **Competition Entry, Registration and VAT invoice**

There is a registration fee for each team:

- 1.000.000 VND for Industry Practitioner League and
- 500.000 VND for Student League; 400.000 VND for Early Bird registration for Student League only before 31 July 2018.

The registration fee is VAT inclusive and it is not refundable. To enter the Competition, you must form a team of two (2) Eligible Entrants (a **“Team”**) and complete the Competition registration form at [www.vietnamyoungspikes.vn](http://www.vietnamyoungspikes.vn) within the registration period. Each team only can register one category. Each Team must specify on the registration form which of the following three (3) categories it wishes to compete in: Integrated, Digital and Media. Please note that Media category is for Industry Practitioners only.

Regarding VAT invoice, the Organizer has the responsibility to issue VAT invoice when receiving request from Teams via [vietnamyoungspikes@aimacademy.vn](mailto:vietnamyoungspikes@aimacademy.vn) before the deadline of 20th August, 2018. Once the deadline has passed, all the requests would be automatically considered as being rejected.

If you are based in Ho Chi Minh City, please come to our office to collect your VAT invoice.

- Address: AIM Academy, 146 Bis Nguyen Van Thu, Da Kao Ward, District 1, HCMC
- Time: Morning 10am - 12pm, Afternoon 2pm - 5pm, 20 - 31 August, 2018

If you are based outside Ho Chi Minh City, we will send the VAT invoice to the recipient's address as you filled in the registration form. Please note that the company address registered for taxation might be different from the recipient's address who will directly process the invoice.

*For example:                      Company ABC  
Company address:                132 Tu Liem, Hanoi  
Recipient's address:              Company ABC Headquarter, 55 Hang Bai, Hanoi*

#### III. **Modification Notice**

For any information modification, Team may be able to change their category selection or registered information with a fee of

- 100,000 VND per modification due to wrong registration information
- 200,000 VND per invoice reissuance due to any wrong information (company name, address, tax

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code, invoice receiver's address, etc.)

The modification may be made by sending email to [vietnamyoungspikes@aimacademy.vn](mailto:vietnamyoungspikes@aimacademy.vn) by the end of the registration deadline.

#### **IV. Registration Period**

Registration begins on Sunday 1st July, 2018 at 9:00 a.m, and ends on Friday 10th August, 2018 at 6:00 p.m.

#### **V. Competition Brief**

Teams that have complied with the registration requirements of these Official Terms and Conditions will be provided with a Competition Brief for their selected category on Saturday 18th August, 2018 (for 3 categories: Integrated, Media and Digital).

The Competition Brief describes the guidelines for creating an entry (a "**Submission**") for each category, as summarized below, and set out in further details in the Competition Brief: All the briefs for each category will be available via soft copy which will be emailed to you in the Brief Day on Saturday 18th August, 2018.

If you have not received the soft copy via email within four (4) hours after the Brief Day, then please contact [vietnamyoungspikes@aimacademy.vn](mailto:vietnamyoungspikes@aimacademy.vn) or via the hotline as informed on the Brief Day. All requirements for the submissions must meet the submission guidelines (made available on the Brief Day) as well as the time restriction in order to be accepted to the judging phase of the Competition.

#### **VI. Submission**

Teams must submit their Submission by the following deadline:

- *Integrated category:* Monday 12pm 20th August
- *Media category:* Monday 12pm 20th August
- *Digital category:* Monday 5pm 20th August

The deadline as specified during the Brief Day and Submission Guidelines will be the final official deadline. Any Submissions received after the deadline will not be accepted. Submissions from unregistered persons will not be accepted. No Submission will be returned. All Submissions become the property of the Competition Organizer. Submissions must adhere to the Submission Guidelines as outlined in the Competition Brief.

#### **VII. Submission Guidelines**

- A. Intellectual Property Warranties, Representations and Licenses. All materials submitted (the Submission and any other materials, as applicable) become the property of the Competition Organizer and will not be returned to the Eligible Entrants and Team. You hereby warrant that your Submission is wholly original and that you are the copyright owner of the Submission. You warrant that your Submission does not infringe or violate any intellectual property rights including copyrights and trademarks, proprietary rights, privacy or publicity rights, or any other rights of any kind whatsoever including any federal, provincial or municipal laws. The Submission has not been created using any pirated or unlicensed content, or other materials that include copyrighted or trademarked material that the Competition Organizer would not be entitled to use without a further payment to the intellectual property owner. Upon the request of the Competition Organizer, you agree to obtain in writing any intellectual property licenses, assignments, waivers, consents and releases as required.
- B. You hereby grant the Competition Organizer a perpetual, irrevocable, worldwide, exclusive license to publish, display, retain, archive, use, store, produce, reproduce, perform in public, broadcast and communicate to the public by telecommunication, the Submission, in any material form, in whole or in part, on any platform, including but not limited to its print newspaper, digital platforms, in

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syndication, videos, and social media platforms such as blogs, Twitter feeds, Facebook posts, in connection with any product (whether in print, digital or any other form) created, owned or published by either Competition Organizer or any of its affiliates, now and in the future, and to sub-license such rights to any licensee of the Competition Organizer.

- C. You hereby acknowledge and understand that the Competition Organizer may edit, modify or alter the Submission at its discretion and place the Submission in its products and on any platform without your further consent.
- D. The Competition Organizer reserve the right to void any entry that Competition Organizer, in its sole and absolute discretion, determines does not meet the Submission rules and guidelines.
- E. You hereby acknowledge and understand that in case of any Copycat and/or Seeking for Help is conducted in relation to your Submission; your Submission will be disqualified as per the sole decision of the juries. Any awards will also be withdrawn and you will not be eligible for the next competitions organized by the Competition Organizer. You have the responsibility to double check and research to make sure that you have not and will not commit any Copycat, regardless of your intention or not to do so, and try your best to avoid the Copycat. The juries will not be obliged to check and research to confirm that any Copycat is conducted or not in your Submission.
- F. Any suspicion must be immediately and directly reported to [integrity@aimacademy.vn](mailto:integrity@aimacademy.vn). The Competition Organizer will use its best endeavor to investigate the situation in accordance with the procedures and regulations of Spikes Asia. You are requested to be prudent in accusing any others in relation to the Copycat and Seeking for Help; and shall bear the civil and/or criminal responsibility under the law relating any accusation to be publicly announced by you on any communication channels without the investigation and conclusion from the Competition Organizer. The conclusion of the Competition Organizer is final and binding.

#### **VIII. Proof of Receipt**

The sole determinant of time for the purpose of receipt of a valid entry will be the computer servers and official emails from [vietnamyoungspikes@aimacademy.vn](mailto:vietnamyoungspikes@aimacademy.vn) of the Competition Organizer.

#### **IX. Conduct**

By participating in the Competition, you acknowledge that you have read and understood these Official Terms and Conditions and agree to abide and be bound by them and all decisions of the Competition Organizer, which shall be final and binding, without right of appeal, in all matters relating to this Competition and the awarding of prizes. The Competition Organizer reserves the right, in their sole and absolute discretion, to disqualify any entrant that it finds to be: (a) violating the Official Terms and Conditions; (b) tampering or attempting to tamper with the entry process or the operation of the Competition; (c) acting in an unfair play or disruptive manner; or (d) attempting to undermine the legitimate operation of the Competition.

*Caution: Any attempt by an entrant or any other individual to deliberately damage any website associated with this Competition or to undermine the legitimate operation of this Competition may be a violation of criminal and/or civil laws. Should any of such attempt be made, the Competition Organizer reserve the right to seek remedies to these damages to the fullest extent permitted by law, and to ban or disqualify the entrant from this and future competitions.*

#### **X. Juries, Judging Criteria and Selection of Shortlists and Winners**

Submissions from each category will be evaluated by a panel of qualified juries (the “juries”) as selected by the Competition Organizer. Submissions will be evaluated based on the judging criteria, published on the

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Brief Day. Each category will be evaluated independently from the other categories. Decisions of the juries and Competition Organizer shall be final and binding, without right of appeal.

#### **XI. Confirmation of shortlists**

The juries will select the top five (5) Submissions from among the Submissions of all Eligible Entrants in each category and each league, based on the above noted criteria (the potential “shortlists”). On or after Monday, 27th August 2018, the Competition Organizer, acting reasonably, will attempt to contact each potential shortlist by email or telephone.

Potential shortlists determined by the Competition Organizer to be ineligible, for reasons including but not limited to failure to comply with the Official Terms and Conditions, failure to be contacted or respond to contact attempts, might be disqualified from the Competition. The Competition Organizer reserves the right to award or not the potential shortlist spot to the Submission with the next highest score in accordance with the criteria in their sole discretion.

The Competition Organizer may, at their sole discretion, publish one or more of the confirmed shortlists and their Submissions in print, digital, electronic, mobile and social media formats of the Competition Organizer. All confirmed shortlists hereby consent to the profiling and publication of their Submissions in accordance with these Official Terms and Conditions, and will use reasonable efforts to cooperate with the Competition Organizer in the preparation of such profiles and publicity by the Competition Organizer.

#### **XII. Identity and Eligibility of Entrant and/or Team**

Upon request by the Competition Organizer, each entrant, as an Eligible Entrant and/or Team, must provide the Competition Organizer with proof of their identity, qualification, pictures, Team’s name and the other reasonable request(s) of the Competition Organizer’s. The Competition Organizer may disqualify any Submission where such proof is not provided upon request or not in a proper manner as per the sole and reasonable discretion of the Competition Organizer.

In the event of a dispute over such proof of an online entrant, entry will be deemed submitted by the authorized holder of the email account, as assigned by the internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) responsible for assigning email addresses for the domain associated with the submitted email address.

#### **XIII. Confirmation of Winners**

On or about Saturday, 8th September 2018, at the Presentation and Winner Announcement of Vietnam Young Spikes 2018, the Competition Organizer will announce the winning Teams (the “Winner”) per category and per league. Once confirmed as a Winner, the potential Winner must review, sign and return within the time frame specified by the Competition Organizer any and all agreements as required by the Competition Organizer, including waivers, release agreement, release of liability and indemnity agreements and intellectual property license.

A Potential Winner may be determined by the Competition Organizer to be ineligible for the Prize, for reasons including but not limited to failure to comply with the Official Terms and Conditions, or failure to be contacted or respond to contact attempts. The Competition Organizer reserves the right to award the Prize to an alternate potential winning Team.

#### **XIV. Prize**

There is one (1) Gold prize (the “Prize”) available to be won by one (1) Team in each of the three (3) categories and each of the two (2) leagues. In no event will more than the stated number of Gold prizes be awarded. The Prize consist of:

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- The privilege to represent Vietnam at the 2018 Young Spikes Competition in Singapore from 26th - 28th September 2018 (for the Winners of Industry Practitioner League);
- The privilege to take part in Spikes Asia in Singapore from 26th - 28th September 2018 (for the Winners of Student League);
- The privilege to take part in the Young Creative Academy in Singapore from 26th - 28th September 2018 (for one or two (1 or 2) Winners of Student League who meet all the requirements of the Competition Organizer Cheil);
- Round-trip economy airfare for two (2) from Ho Chi Minh City to Singapore;
- Up to four (4) nights' accommodation in Singapore during the Spikes Asia, as chosen at the sole discretion of the Competition Organizer;
- Full Young Spikes registration passes (approximately SGD 660) for Winners of Industry Practitioner League and Student Spikes registration passes (approximately SGD 305) for Winners of Student League to the Spikes Asia;
- A per diem allowance of maximum 25 Singapore Dollars (reimbursement may be made only with presentation of valid receipts for meal and public transportation) for each team member, for up to three (3) days from 26th - 28th September 2018;
- Travel insurance.

Choice of flights, airline(s), hotel accommodations (including, without limitation, room size and occupancy) are at the sole and absolute discretion of the Competition Organizer. The trip portion of the Prize is subject to availability and other restrictions and is based on availability at time of booking and all travel arrangements relating to the Prize must be made through the Competition Organizer. The duration of the trip portion of the Prize cannot be extended and no travel services may be exchanged for alternate arrangements.

The costs of everything not specifically stated above as included in the Prize are the sole responsibility of each Winner, including, without limitation: transportation for Winner to and from the International airport closest to the winner's home; transportation for Winner to and from the accommodation in Singapore; in-flight meals & beverages; excess baggage fees; additional meals and beverages; any applicable overnight layover; additional ground or other transportation not expressly included above; personal and miscellaneous expenses for Winner of any kind; medical, health, hospital, travel and trip cancellation insurance; excess baggage fees; import charges; gratuities; merchandise; telephone calls; communication charges; costs associated with guests amenities and services at winner's accommodation; sightseeing; and any costs or expenses related to the obtaining of travel documents, passports, visas and vaccinations.

It is the sole responsibility of the Winner to obtain all necessary travel documentation, including passports and visas (as applicable) and to comply with any customs and immigration requirements. The Competition Organizer is not responsible if Winner is late or otherwise misses any mode of transportation or other component of the Prize. Winner must travel when required or Prize is forfeited and nothing will be substituted in its place, and cannot be extended under any circumstances and no change will be permitted to travel dates or passenger names once the Prize travel booking has been confirmed.

The Winner must sign a declaration released in a form satisfactory to the Competition Organizer, indicating that he/she waives all recourse against the Releases (defined below) relating to his/her participation in the Prize (including, without limitation, any travel related thereto).

The Prize must be accepted as awarded, and is provided "as is" without further representations, conditions or warranties of any kind, and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Competition Organizer in its sole and absolute discretion.)

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#### **XV. Confidential**

You are obliged to keep your Submission confidential and private, not to share part of or all of the Submission to other Entrants and/or any third party/ media in any manner and in any perspective during the Competition and within six months after the Presentation and Winner Announcement. Any violation to this confidential obligation resulting in the damage or harm to the Competition Organizer, the Competition Sponsor, and/ or the other Entrants shall be subject to the disqualification and/or other legal acts of the Competition Organizer at its sole discretion.

#### **XVI. Release of Liability / Consent to Publicity**

By entering the Competition, you are deemed to:

- A. Confirm compliance with the Official Terms and Conditions;
- B. Consent to the use of your name, city, comments, photographs, video, sobriquet, and/or other likenesses and all other indicia of personality, for publicity, general news, entertainment, advertising and informational purposes by the Competition Organizer and its parent, affiliated subsidiary and related companies, without further notice or compensation;
- C. Release the Competition Organizer, its affiliates (including, without limitation, any parent, sister and subsidiary companies), suppliers of materials or services related to the Competition and other parties in any way involved in the development or administration of this Competition (including advertising and promotional agencies, public relations agencies), and all of their respective employees, directors, officers, shareholders, agents, partners, licensees, successors and assigns (collectively the "Releases") from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims, liabilities, demand or damages (including legal fees and expenses), of any nature or kind, arising out of, or in connection with your participation or attempted participation in the Competition and the awarding or use of a prize, including as set out below in the Limitation of Liability section.

#### **XVII. Limitation of Liability**

Releases do not assume any responsibility and each entrant releases the Competition Organizer from any and all claims, actions, damages, loss, injury, costs, demands and liabilities of whatever nature or kind arising in connection with the Competition and/or Prizes including, without limitation, the administration of the Competition, the selection and confirmation of Winner, and the awarding and use of the Prize. Without limiting the generality of the foregoing, Releases are not responsible for:

- A. The incorrect or inaccurate capture of entry information;
- B. Late, lost, stolen, illegible, damaged, misdirected, mutilated, garbled or incomplete entries or entries that are altered or otherwise irregular, mechanically reproduced, submitted using robotic, automated, programmed, or through illicit means, included in a bulk-drop off, or contain false information, or do not conform with or satisfy any or all of the conditions of the Official Terms and Conditions, as determined by the Competition Organizer, in its sole and absolute discretion;
- C. Any failure of, errors, or problems with websites associated with the Competition, including any website feature, howsoever caused;
- D. Traffic congestion on the Internet and any postal delays, strikes or failures;
- E. Injury or damage to an entrant's or any other person's computer related to or resulting from participating in the Competition;
- F. Any website functionality lost due to not having cookies enabled;
- G. Any errors, omissions, incorrect or inaccurate information in any Competition-related materials howsoever caused;
- H. The security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise.

#### **XVIII. Privacy and Communications**

By participating in this Competition, you hereby consent to the Competition Organizer collecting and using your personal information and to receiving commercial electronic messages from the Competition Organizer for the purpose of administering this Competition. Entrants will receive no marketing communications other than from the Organizer unless they provide express consent.

#### **XIX. Update and Modify the Official Terms and Conditions**

This Competition will be run in accordance with these Official Terms and Conditions, subject to amendment by the Competition Organizer.

The Competition Organizer, in its sole and absolute discretion, reserves the right to modify or terminate the Competition and amend the Official Terms and Conditions at any time, without individual notice, and for any reason.

**XX.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by each Competition Organizer and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

**We hereby acknowledge that we have read this Official Terms and Conditions carefully, that we have been afforded sufficient time to understand the terms and effects of this document, that we freely and voluntarily are executing this Official Terms and Conditions and that neither AIM Academy nor any Sponsor nor any AIM Academy's officers, directors, employees or representatives have made any representations inconsistent with the terms and effects of this Official Terms and Conditions.**

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