

Terms & Conditions

YouTube Works – Terms and conditions YouTube Works (the “Contest”) is run by Google Asia Pacific Pte. Ltd. (“Google” or “we”), whose principal place of business is at Mapletree Business City II 70 Pasir Panjang Road, #03-71 Singapore 117371.

To enter this Contest, all participants (whether an individual (“Individual”), a participating business (“Business”) and/or a representative of Business (“Representatives”), together “Participants” or “you”) must read and agree to these terms and conditions (“Terms”). By entering the Contest, you agree that these Terms will apply to you. Participants will not be eligible to be considered in this Contest unless they agree to these Terms. Businesses agree that if their Representative clicks the checkbox in the submission form, this will constitute agreement to these Terms by the Business. The Representative accepting the Terms on behalf of Business warrants that he or she has full power and authority to do so.

1. Eligibility

1.1. To participate in the Contest and be eligible for entry, the following conditions must be satisfied throughout the duration of the Contest:

1. Business must be established in and have a billing address in Indonesia, Thailand, Vietnam, Philippines, Malaysia and/or Singapore.
2. Participant must not be: (i) resident of a US embargoed country, (ii) ordinarily a resident in a US embargoed country, (iii) otherwise prohibited by applicable export controls and sanctions programs from participating in the Contest, or (iv) a wholly or partially state-owned entity or an employee of the government or of a government-controlled entity.
3. Where the Participant is an agency acting on behalf of a commissioning client (including but not limited to media, creative, digital, PR agencies, production houses), it:
 - a. warrants that it has permission to enter the participating campaign (“**Participating Campaign**”) in this Contest from the commissioning client/brand owner/agency/business entity/advertiser;
 - b. be able to provide, if required, necessary approvals from the commissioning client/brand owner/agency/business entity/advertiser for all the media, production, implementation, etc. that is entered into by the Participant in this Contest.
4. Individuals and Representatives must be at least 18 years of age.
5. Participants must not be employees, officers, or directors of Google, its subsidiaries and affiliated companies, or be the immediate family or living in the households of any such persons.
6. Business will provide its Representatives with a copy of these Terms. Participants will, and where Participant is a Business will ensure that all Representatives will, comply with all laws, regulation and their fiduciary obligations applicable to their entry into this Contest, including but not limited to anti-bribery laws.
7. All YouTube campaigns that have gone live, at least in part, from March 1, 2023 to April 30, 2024, are eligible to enter.

1.2. Representatives acknowledge that any Prizes will be awarded to their Business and not to them individually.

1.3. We reserve the right to request additional information about your entry, including for the purposes of verifying its eligibility or authenticity. For example, we may request for media scheduling details, client confirmation in writing or any other further information we need to verify the authenticity of your entry. If you do not provide us with the requested information or if, in our absolute discretion, we determine that you have not provided us with adequate information, we may withdraw your entry.

1.4 We also reserve the right to carry out our own checks to make sure that the information you have provided about your entry is correct, including but not limited to checking that: (i) your purported client is legitimate; and (ii) that the product featured in the entry corresponds with your client's portfolio. We reserve the right to disqualify you and/or your submission from the Contest, if we find any discrepancies in the information provided by you and/or otherwise find your submission to be illegitimate, illegal or unauthorised.

1.5 You may submit multiple unique entries to the Contest. You may also enter each unique entry for multiple categories.

1.6 Duplicate entries from different businesses: If we receive more than one entry of the same work in the same category from different Participants (e.g. if a production company enters the same piece of work that an agency has already submitted), we will only consider the entry we deem to be the best, according to our sole discretion, acting reasonably.

1.7. All determinations of eligibility will be made at Google's sole and absolute discretion, acting reasonably. Google reserves the right to verify eligibility and to adjudicate on any related dispute at any time.

2. How to Participate

Registration

2.1. To enter the Contest, you must submit an entry on the Contest Website, located at <https://www.youtube.com/ads/youtube-works/sea>, that complies with the Submission Requirements described below (as determined by Google in its sole and absolute discretion).

2.2. All information provided through the registration process must be complete and correct.

Key Dates

2.3. Contest begins at 12:00am GMT +08:00 on 11 March 2024 and submissions end at 11:59pm GMT on 30 April 2024 ("Submission Period"). All entries must be submitted during the Submission Period. All entries received after the Submission Period are automatically disqualified.

2.4. The winners will be announced by no later than October 31, 2024.

Submission Requirements

2.5. Participants will submit their entry via an online form, located at this [link](#), detailing how Participants are using YouTube to deliver highly effective marketing campaigns ("Entry Materials" or "submissions").

2.6. The Entry Materials must meet the following criteria ("Submission Requirements"):

3.2. The Contest categories are as follows:

1. **The Big Bang:** The Big Bang awards the most effective launch for a new product or campaign. Priority is given to campaigns that make use of Video Reach Campaigns, YouTube Mastheads and/or Roadblocks.
2. **Masters of Media:** Awarded to the campaign that best highlights how innovative media strategy drives results.
3. **Best Brand Story:** Awarded to the campaign that best brings a story to life beyond 30 seconds. The entry must have made use of at least 1 YouTube long-form ad (>30 sec).
4. **Brands & Creators:** Awarded to the best partnership between brands and YouTube creators. The entry must have displayed a collaboration between a brand and a YouTube Creator, who must have a sizeable audience and self-created content pipeline. Priority is given to campaigns that use Creator Promotions and/or Creator 2 Cart.
5. **The Long and Short:** Awarded to the campaign that utilizes multi-duration assets across ad formats and devices. The entry must have made use of at least 1 YouTube long-form ad [>30 sec], and at least 1 YouTube short-form ad [6 sec]. Special consideration is given to campaigns that created custom assets specific to the ad format, ad duration and/or ad length.
6. **Best of Google AI:** The Best of Google AI awards the campaign that makes the most effective and responsible use of Google AI to enhance performance and impact. The entry must have utilized at least 1 AI solution to power their campaign, such as AI-Powered Media Solutions and/or AI-Powered Creative Solutions.
7. **Force For Good:** Awarded to the most impactful display of a brand's commitment to social or environmental causes.
8. **Best of Festive (Tet, Ramadan, etc.)** - Awarded to the campaign that most effectively builds consumer connection within festive moments.

3.3. After the Submission Period, Google and its research partner will initially screen all Entry Materials based on the Submission Requirements (as described in Section 2.6 above) and provide a shortlist for the consideration of the preliminary panel of judges.

3.4 After the screening, the shortlisted entries for each market will be judged by an initial panel of independent judges ("Preliminary Round"), which will evaluate the entries in accordance with the criteria set out in these Terms.

3.5. These preliminary judges will agree on the winners of all categories, of local sub-categories where relevant, the winner of the Best of Country category. The local category winners will be sent to another panel of independent judges (the "**Grand Jury**"). This Grand Jury will also evaluate the finalist entries in accordance with the criteria set out in these Terms.

3.6. Entries scoring the highest within each of the categories agreed upon by the assembled judges will be reviewed and approved by the Grand Jury to determine the SEA winners. Grand Jury judges will agree on the Grand Prix winner in the same manner.

Judging Criteria:

Judging of the Contest entries shall be based on following criteria, whose weightage will vary per category as seen in Table B, taking into account the Contest category in question (as described in Section 3.2 above).

1. Overall Marketing Strategy
2. Creative Strategy and Execution
3. YouTube Strategy and Execution
4. Results

Table B. YouTube Works Awards Southeast Asia - Criteria Weightage per Category

	The Big Bang	Masters of Media	Best Brand Story	Brands & Creators	Long & Short	Best of AI	Best of Festive (Tet, Ramadan, etc)	Force for Good	Best of Country / Grand Prix
Overall Marketing Strategy	20%	20%	10%	20%	10%	10%	15%	15%	20%
Creative Strategy and Execution	20%	10%	35%	20%	25%	30%	20%	25%	20%
YouTube Strategy and Execution	20%	30%	15%	20%	25%	20%	25%	20%	20%
Results	40%	40%	40%	40%	40%	40%	40%	40%	40%
TOTAL	100%	100%	100%	100%	100%	100%	100%	100%	100%

4. Notification of Winners and Winners' Obligations

4.1. If you are a winner, Google will notify you by sending an email to the address you provided on entry to the Contest, on or before October 31, 2024.

4.2. Google reserves the right, in its reasonable discretion, to change the date for notifying the winners, provided that Google will send notifications for change of dates in advance.

4.3. Google will not be liable for unsuccessful efforts to notify you if you are a winner. If you decline the award, do not respond to the award notification within sixty (60) days of the notification being sent, fail to accept the award in the manner specified, are unavailable for award fulfillment, fail to abide by these Terms or are ineligible, Google in partnership with the Juries, may, in their sole and absolute discretion, select the Participant with the next highest score as the alternative winner.

4.4. Google reserves the right, in its reasonable discretion to substitute equivalent Prizes of equal or greater value. No cash equivalent of Prizes can be claimed.

5. Privacy

5.1. You acknowledge that Google may collect, store, share and otherwise use personally identifiable information provided during registration for the Contest. Google will use this information for the purpose

of the Contest only and will process any such personal information in accordance with its Privacy Policy (<http://www.google.com/policies/privacy/>).

5.2. Your information may also be transferred to countries outside your country residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of your country of residence.

5.3. You have the right to request access, review, rectification or deletion of any personal data held by Google in connection with the Contest by writing to Google at youtube-works-sea@google.com.

6. Intellectual Property Rights

6.1. As between Google and you, you retain ownership of all intellectual property rights (including moral rights) in and to any content submitted by you as part of your entry into the Contest. By submitting an entry into the Contest, you grant Google, its subsidiaries, agents and partner companies, a perpetual license in the entry to use, copy, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display your entry into the Contest for any purpose connected with the Contest, such as, but not limited to: (1) for the purposes of allowing Google and the judges to evaluate your entry for purposes of the Contest and identifying winners to the public, and (2) for the purposes of advertising and promotion, and press and media communications.

6.2. You warrant that you are entitled to any intellectual property rights in your entry and that you have not copied your entry, in whole or in part, from any other existing work.

6.3. By entering the Contest, Participant grants to Google a worldwide, irrevocable, sub-licensable, and non-exclusive license to use Participant's name, business name, brand features and website address for advertising and promotional purposes (including, without limitation, the promotion of the Contest) for the full period of protection of any applicable intellectual property laws.

6.4. Participants agree to participate in any media or promotional activity regarding the Contest if they are a winner and, in that event, will grant to Google a perpetual license to use Participant's name, image and likeness for advertising and promotional purposes.

7. Right to Cancel, Modify, or Disqualify

If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Google reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Google further reserves the right to disqualify any Participant who tampers with the submission process or any other part of the Contest or Contest Website. Any attempt by a Participant to deliberately damage any web site, including the Contest Website, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Google reserves the right to seek damages from any such Participant to the fullest extent of the applicable law.

Google may vary the Terms from time to time, in which case the variation will take effect from the date of publication of the new version of these Terms on: <https://www.youtube.com/ads/youtube-works/sea>

("Contest Website"). Google has absolute discretion to determine the applicability of the Terms or to resolve any ambiguity in them as we deem fit.

8. Severability

If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions will remain in full force and effect.

9. Governing Law and Jurisdiction

These Terms shall be governed by, subject to, and construed in accordance with US law. For purposes of Sections 9(c) and (d), you and Google (hereinafter, the "parties") irrevocably and unconditionally submit to the exclusive jurisdiction of US judicial courts. .

(a) If a dispute between the parties arises out of or relates to these Terms, ("Dispute"), Either party will try in good faith to settle said Dispute by sending to the other party a written notice identifying and providing details of the Dispute. If the Dispute is not resolved within thirty (30) days from receipt of the written notice (or any further period as the parties may agree as appropriate), such dispute must be finally resolved by arbitration under the Expedited Commercial Rules of the American Arbitration Association's International Centre for Dispute Resolution in force as of the date of the commencement of the arbitration ("**Rules**").

(b) The parties will mutually select one arbitrator in accordance with the Rules. The arbitration will be conducted in English. The venue and seat of the arbitration shall be in Santa Clara County, California, USA.

(c) Either party may apply to any competent judicial court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in these Terms.

(d) Subject to the confidentiality requirements in Subsection (f), either party may petition any competent court to issue any order necessary to protect that party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this Subsection (d).

(e) The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property.

(f) Any arbitration proceeding conducted in accordance with this Section will be considered confidential information, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this Subsection (f) to a competent court as may be necessary to file any order under Subsection (e) or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).

(g) The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees. Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.

10. Import and Export Laws

Participants acknowledge and agree that the Contest and the Prizes may be subject to certain export laws and regulations.

11. Warranty, Indemnity, and Release: Participants warrant that their submissions are their own original work and, as such, they are the sole and exclusive owner and rights holder of the entered submission and that they have the right to enter the submission in the Contest and grant all required licenses. Each participant agrees not to enter any submission that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (2) otherwise violates the applicable state or federal law.

To the maximum extent permitted by law, each Participant indemnifies and agrees to keep indemnified Google at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Participant agrees to defend, indemnify and hold harmless Google from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any submission or other material uploaded or otherwise provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Participant in connection with the Contest; (c) any non-compliance by the Participant with these Terms; (d) claims brought by persons or entities other than the parties to these Terms arising from or related to the Participant's involvement with the Contest; and (e) acceptance, possession, misuse or use of any Prize or participation in any Contest-related activity or participation in this Contest.

Participant releases Google from any liability associated with: (a) any malfunction or other problem with the Contest Website; (b) any error in the collection, processing, or retention of entry information; or (c) any typographical or other error in the printing, offering or announcement of any Prize or winners.

12. Elimination: Any false information provided within the context of the Contest by any Participant concerning identity, mailing address, telephone number, email address, information accuracy, ownership of right or non-compliance with these Terms or the like may result in the immediate elimination of the Participant from the Contest.

13. Internet: Google is not responsible for any malfunction of the entire Contest Website or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed submissions due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, computer equipment, or traffic congestion on

the Internet or at the Contest Website, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit the Participant's ability to participate.

14. Not an offer or contract of employment: Under no circumstances shall the entrance of a submission into the Contest, the awarding of a Prize, or anything in these Terms be construed as an offer or contract of employment with Google. You acknowledge that you have entered your submission voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Google and that no such relationship is established by your entering of a submission under these Terms.

15. Miscellaneous: If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all Participants expressly waive any and all such rights. Unless otherwise specified in these Terms, there are no third-party beneficiaries hereunder.