

Terms & Conditions

YouTube Works – Terms and conditions YouTube Works (the “Contest”) is run by Google (Thailand) Company Limited, whose principal place of business is at No. 57 Park Ventures Ecoplex, 10th Floor, Unit 1006-1010, 14th Floor, Unit 1402-1410 and 16th Floor, Unit 1601 and 1612, Wireless Road, Khwaeng Lumpini, Khet Pathumwan, Bangkok 10330, Thailand

To enter this Contest, all participants (whether an individual (“Individual”), a participating business (“Business”) and/or a representative of Business (e.g. an employee or director) (“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 the Representative clicks the checkbox in the submission form, this will constitute agreement to these Terms. 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:

- a. Participant must be registered in and have a billing address in Thailand
- b. 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.
- c. Where the Participant is an agency (including but not limited to media, creative, digital, PR agencies, production houses), it must:
 - i. have permission to enter the participating campaign (“**Participating Campaign**”) in this Contest from the commissioning client/brand owner/agency/business entity/advertiser;
 - ii. 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
- d. Individuals and Representatives must be at least 18 years of age.
- e. 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.
- f. Business will provide its Representatives with a copy of these Terms. Business will, and 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.
- g. All YouTube campaigns that have gone live, at least in part, 1st January 2020 to 31st May 2021, are eligible to enter.

1.2. Representatives acknowledge that any prizes (if any) 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 ask 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 being a part of 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.

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. No correspondence will be entered into.

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/intl/ALL_th/ads/youtube-works/ ("**Contest website**"), that complies with the Submission Requirements described below (as determined by Google in its sole and absolute discretion).

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

Key Dates

2.3. Contest begins at 12:00am GMT+7 on 1st April 2021 and submissions end at 11:59pm GMT+7 on 31st May 2021 ("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 notified via email by 1st of September 2021.

Submission Requirements

2.5. Participants will submit their entry via an online form, located at the Contest website, detailing how Participants are using YouTube to deliver highly effective marketing campaigns.

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

- It must not contain, incorporate or otherwise use any content, material or element that is unlawful, or otherwise be in violation of or contrary to all applicable laws and regulations.
- It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, sexual, profane, indecent, torturous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise breach the spirit of the Contest, as determined by Google, in its sole discretion.
- It must not contain any content, material or element that violates any third party rights.
- It must have been written by the Participant.
- It must have been regarding a campaign that was live in Thailand from 1st January 2020 to 31st May 2021.

3. Determining the Winners

3.1. There are a total of 7 categories for entry submissions and, there will be up to 7 winners, 6 runner-ups and 6 second runner ups, for the Contest, including the Grand Prix award, which will be selected by a panel of judges from all category winners. Trophies will be awarded as prizes to winners, runner-ups and second runner-ups for the 6 award categories and 1 winner for Grand Prix ("Prizes").

3.2. The Categories are:

- Best Media Innovation:** Best media planning that drove business results.
- Best Storytelling:** Best understanding of the audience, and an ability to bring a story to life in any format of YouTube video.
- Best collaboration:** Best strategic and creative collaboration between Brand & Creator that drove incredible buzz & positive brand associations.
- Best full funnel campaign:** Best YouTube campaign in driving full-funnel conversion.
- Search for success:** Best integration of the YouTube platform with Google Search, using insights and the ecosystem to drive business results.
- Small Budget, Big Result:** Best use of a constrained budget on YouTube leading to compelling brand results.
- Grand Prix:** Judge's discretion to award the campaign that best demonstrates the most effective, creative, innovative and data-driven work with demonstrable business results.

3.3. After the Submission Period, Google, at its sole discretion, will initially screen all entries and provide a shortlist for the consideration of the panel of judges, based on the following shortlisting criteria:

- 3.3.1. Average view thru rate
- 3.3.2. Average view duration
- 3.3.3. Number of total views on YouTube

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

3.5. These Round One judges will agree on the shortlist of submissions to send to the Final Jury. This Final Jury will also be composed of independent judges, who will also evaluate the shortlisted entries in accordance with the criteria set out in these Terms.

3.6. Entries scoring the most points within each of the final subcategories agreed upon by the assembled

judges will be reviewed and approved by the Final Jury to determine the winners. Final Jury judges will agree on the Grand Prix winner in the same manner.

Judging Criteria:

The judges will evaluate the entries by referring to the following criteria:

1. Successful creative execution of creative idea
2. Effective use of creative to deliver on strategic role of YouTube in campaign
3. Strategic use of YouTube (capabilities leveraged and how)
4. The impact of YouTube on campaign effectiveness or efficiency
5. The effect of the campaign on the business (relative to spend and what could be reasonably expected within the category)

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 1st September, 2021.

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

4.3. You may be required to submit a declaration of eligibility and/or publicity release in order to be declared a winner.

4.4. Google is not responsible for lost, late, misdirected, mutilated, incomplete and illegible entry materials, or for electronic transmission errors, theft or destruction or unauthorized access to or alterations of entry, technical malfunctions of any kind. Entries are void if they are in whole or in part incomprehensible, incomplete, damaged, irregular, altered, counterfeit, produced in error, forged, mechanically reproduced or obtained through fraud or theft.

4.5. Google will not be liable for unsuccessful efforts to notify a winner. If the winning Participant fails to abide by these Terms or is ineligible, Google may select an alternative winner from all remaining Participants.

4.6. 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.

4.7. Google will not be liable for unsuccessful efforts to notify you if you are a winner. If you decline a Prize, do not respond to the Prize notification within sixty (60) days of the notification being sent, fail to claim the Prize in the manner specified, are unavailable for Prize fulfillment, fail to abide by these Terms or are ineligible, Google may select an alternative winner from all remaining participants.

4.8. Contestants can confirm if they are winners by sending an email to YTWorksTH@google.com up to one (1) month after the Contest Period.

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 of residence, including, without limitation, 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 YTWorksTH@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, an irrevocable, sublicensable, worldwide, royalty-free, and non-exclusive licence for the duration of any intellectual property rights 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 licence 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 worldwide, irrevocable, sub-licensable, and non-exclusive licence 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 entrant who tampers with the submission process or any other part of the Contest or Contest Site or whose conduct is contrary to the spirit of the rules or the intention of the Contest and declare void any or all of their entries based on such conduct; or (b) declare void any entries resulting from any errors materially affecting the result of the contest or the number of entrants. Any

attempt by an entrant to deliberately damage any web site, including the Contest Site, 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 entrant 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 the 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

By entering the Contest, you agree that: (a) All claims arising out of or relating to this agreement or any related Google products or services (including any dispute regarding the interpretation or performance of the agreement) ("**Dispute**") will be governed by the laws of the state of California, USA, excluding California's conflicts of laws rules.

(b) The parties will try in good faith to settle any Dispute within thirty (30) days after the Dispute arises. If the Dispute is not resolved within thirty (30) days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of this Agreement ("**Rules**").

(c) The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA.

(d) Either party may apply to any competent 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 this Agreement.

(e) Subject to the confidentiality requirements in Subsection (g), 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 (e).

(f) 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.

(g) 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 (g) 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).

(h) 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. (i) 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 (including the award of prizes (if any)) may be subject to certain export laws and regulations.

11. Warranty, Indemnity, and Release: Entrants 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 entrant 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 entrant 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 entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each entrant 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 entrant 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 entrant in connection with the Contest; (c) any non-compliance by the entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the entrant'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.

Entrant releases Google from any liability associated with: (a) any malfunction or other problem with the Contest Site; (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 entrant concerning identity, mailing address, telephone number, email address, information accuracy, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant 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 technical malfunctions of any kind, including, without limitation, 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 Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions, which may limit an entrant's ability to participate. Entries are void if they are, in whole or in part, incomprehensible, incomplete, damaged, irregular, altered, counterfeit, produced in error, forged, mechanically reproduced or obtained through fraud or theft.

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 Rules 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 submission of a Submission under these Rules.

15. Limitation of Liability:

15.1. Google shall not be liable under or in connection with this Contest (whether in contract, tort (including negligence) or otherwise) for any:

- a. loss of profit; or
- b. indirect or consequential losses; suffered or incurred by you (whether or not any such losses were or were not foreseeable or within the contemplation of the parties).

15.2. To the extent permitted by law, all warranties, conditions or terms, express or implied, relating to the Prize, its use, value or enjoyment, including (without limitation) its satisfactory quality or fitness for purpose, are excluded, with the exception of any standard manufacturer's warranty that may apply to the Prizes.

15.3. Google's total liability to you and your Representatives under or in connection with this Contest (whether in contract, tort (including negligence) or otherwise) is limited to, at its option: (i) the replacement of the prize or the supply of an equivalent prize; or (ii) the payment, if it does not contravene any law, of the cost of the replacement or supply.

16. Miscellaneous: If any provision(s) of these Rules 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 entrants expressly waive any and all such rights. Unless otherwise specified in these rules, there are no third-party beneficiaries hereunder.