

Vietnam YouTube Works Awards 2020

Terms and Conditions

The Vietnam YouTube Works Awards is a contest for recognizing the best Marketing Campaigns (as defined below) on YouTube and the “**Contest**” is run by Google Asia Pacific Pte. Ltd. with offices at 70 Pasir Panjang Road, 03-71 Mapletree Business City II, Singapore 117371 (“**Google**”) in association with AIM Academy with its offices in 146Bis Nguyen Van Thu, Dakao Ward, District 1, Ho Chi Minh City, Vietnam (“**AIM Academy**”) who will be organising this Contest for and with Google. The terms “We”, “us”, or “our” shall be used to refer to Google and AIM Academy together.

A Marketing Campaign is defined as a marketing campaign of the Participant that meets the following criteria respectively:

- a. it (and all the entry assets) must run anytime during the period starting March 1st, 2019 until April 1st, 2020 (“**Contest Period**”)
- b. it must be run on YouTube during the Contest Period.
- c. For Best Tết Campaign, it must leverage Tết occasion 2020 to build brand or trigger sales and therefore must have a central theme around Tết with this theme being clearly manifested in each of the participating Best Tết Campaign assets in the form of copywriting, visual, sound, etc.

To enter this Contest, each Participant (as defined below) must read and agree to these terms and conditions (“**Terms**”). Participant agrees that if any of its representative (e.g. an employee or director) (a “**Representative**”) clicks the checkbox in the registration form, it will constitute a consent to these Terms on behalf of the Participant. Participants will not be considered eligible for the Contest and therefore will not be eligible to be judged and receive any prize in connection with this Contest unless it agrees to these Terms. The person accepting the Terms on behalf of Participants warrants that he or she has full power and authority to do so.

We 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://youtube.com/intl/en_vn/ads/youtube-works/ (“**Contest Website**”). We will have absolute discretion to determine the applicability of the Terms or to resolve any ambiguity in them as we deem fit.

1. Eligibility

- 1.1. To participate in the Contest and be eligible for entry, each participant and each legal entity in a group of participants that brings together a Marketing Campaign (each individual participant or each party in a group of participants that is a separate legal entity will hereafter be referred to as “**Participant**” or “**you**”) must meet the following conditions throughout Contest Period and until the Contest Winners (as defined below) are finally declared and given the prize/award:

- a. Each Participant must be registered in and have a billing address located in Vietnam.



- b. Each Participant should submit its entry for the Contest by 11:59 PM ICT (which is GMT+7 hours) on April 1st, 2020 ("**Submission Period**").
 - c. Each Participant must comply with these Terms.
 - d. Each Participant and/or its Representatives must not be:
 - i. Resident of a US embargoed country;
 - ii. Ordinarily resident in a US embargoed country; or
 - iii. Otherwise prohibited by applicable export controls and sanctions programs from participating in the Contest.
 - e. 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 Marketing 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; and
 - iii. include its client/brand owner/agency/business entity/advertiser's contact details in the Contest entry/submission form including name, position and full contact details.
 - f. Each Participant or Representatives of each Participant must be at least 18 years old and should 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.
 - g. Participants will provide its Representatives with a copy of these Terms. Further, Participants will, and will ensure that all Representatives will, comply with all laws, regulations and their fiduciary obligations applicable to their entry into this Contest, including but not limited to anti-bribery laws.
 - h. Entries of the Marketing Campaign of the Participants must be run for the first time (and not used in previous campaigns of YouTube Works Awards of any nature).
 - i. For the Emerging Brand on Digital category specifically, the Participants are new to YouTube and have been operating on the platform for a maximum of one (01) year.
- 1.2.** 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.
- 1.3.** 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.

- 1.4. 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 contact these Participants and the brand owner to reconcile this matter, which can either result in (i) keeping only one entry in the initial category of submission and moving the other entries to other unique permissible categories as may be decided by and between the parties or removing the other submissions from the contest altogether; or (ii) making a new single submission in place of such multiple submissions (which can be joint submission by various Participants). If a decision is not reached and either submission details as per section 1.4(i) are not provided to us or a new entry as per section 1.4(ii) is not made on or before the end of the Submission Period, all such entries will be disqualified from the Contest.

2. How to participate

2.1. You must:

- a. Complete the official submission form of the Contest available on the Contest Website ("**Submission Form**") and submit your Marketing Campaign entry ("**Participating Campaign**") using the Submission Form. Any incomplete Submission Forms will disqualify you:
- b. Agree to these Terms;
- c. Provide a link to the YouTube video(s) of the Participating Campaign(s) as per the directions given in the Submission Form;
- d. Appoint a point of contact/Representative on your behalf; and
- e. Appoint a representative from the client/brand owner/agency/business entity/advertiser that commissioned the Participating Campaign.

2.2. All data provided by the Participant through the registration process and/or the Submission Form must be complete and correct, and should be appropriate and duly permitted for sharing with us.

2.3. You may submit more than one Participating Campaign for the Contest so far as each such Participating Campaign meets the conditions as set out under these Terms. Further, you may submit each Participating Campaign for multiple categories under the Contest. The number of unique entries you may submit is unlimited.

2.4. You should provide, for each Participating Campaign, a list of credit to recognise companies and individuals who contributed to the concerned Participating Campaign. Each Participating Campaign can have upto a maximum of thirty (30) credits (including names and job titles of individuals, organizations and companies). We will solely rely on the list of names provided for the credits of each Participating Campaign by the respective Participants and shall announce such names as provided by the Participant for the winning Participating Campaign and shall not be, in any way whatsoever, be responsible for any person, organisation or company being named or missed from those lists of credits. Further, we will not be responsible if the names, job titles or roles of people, organisations or companies are wrongly mentioned in such lists of credits.

2.5. The Participants hereby grant Google the worldwide irrevocable right and permission to, and to permit its affiliates to use, distribute and display the information provided in the Submission Form, in



whole or in part, individually or in conjunction with other information, and with any printed, electronic, or other material, in all media now known or hereafter devised and to promote, publish or share the information externally.

2.6. We are 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.

3. Key Dates

3.1. Contest begins at 12:00 AM ICT (which is GMT+7 hours) on March 1st, 2020 and ends at 11:59 PM ICT (which is GMT+7 hours) on April 1st, 2020 ("**Submission Period**"). Participation requirements in Section 2 must be completed by 11:59 PM ICT (which is GMT+7 hours) on April 1st, 2020. After this date, the submission window will officially close.

3.2. If new results with respect to a Participating Campaign that affects the Contest are collected after the Submission Period, we may accept such additional written information, at its sole discretion, until 11.59 PM ICT (which is GMT+7 hours) on April 1st, 2020.

3.3. If you wish to withdraw your entry, you must notify us by sending an email to VNYTWorks@google.com with all relevant details by 11.59 PM ICT (which is GMT+7 hours) on April 1st, 2020.

3.4. If you wish to change the category under which you initially entered your Participating Campaign, you may do so before 11.59 PM ICT (which is GMT+7 hours) on April 1st, 2020. All requests for changes must be done in writing via email to VNYTWorks@google.com. Changing the category of the entry is only allowed once per Participating Campaign.

4. Determining the winners

4.1. There are a total of seven (07) categories (listed in 4.2.1 below) for which the Participating Campaigns may contest and, subject to Section 4.4 below, there will be a total of eight (08) winners for the Contest (i.e. One under each such category referred above and a Grand Prix Winner from amongst the winners of such categories) ("**Winners**") , which will be selected by the Jury Panel as may be decided by us.

4.2. Award categories:

4.2.1. The categories are:

1. Best Tết Campaign
2. Creative Excellence
3. Better Together: Brand & YouTube Creator
4. Media Excellence
5. Data-driven Powerhouse
6. Multi-screen Strategy
7. Emerging Brand on Digital

4.2.2. Grand Prix Award - Best Campaign of the Year - this award will be given to one of the Winners from the above-stated categories.

4.3. We, at our sole discretion, will initially screen all entries to check eligibility. Once completed, submissions are handed over to the panel of judges (“**Jury Panel**”) for online marking based on the Judging Criteria (as described below). In all categories, each submission is marked separately by at least two (02) judges from the Jury Panel. The five (05) submissions with the highest score will become the finalists in each category. Once the five (05) finalists for each category have been determined, the panel of judges for each category will gather and evaluate the five (05) submissions against each other to decide the winner of that category. For all rounds, the submission will be evaluated based on the criteria (“**Judging Criteria**”) below:

| | | |
|---|--|--|
| 1 | Grand Prix - Best Campaign of the Year | 15% Use of insights 15% Creative 15% Strategy 15% Execution 40% Impact & results |
| 2 | Best Tết Campaign | 20% Use of insights 30% Creative 20% Strategy 10% Execution 20% Impact & Results |
| 3 | Creative Excellence | 10% Use of insights 50% Creative 15% Strategy 15% Execution 10% Impact & Results |
| 4 | Better Together: Brand & YouTube Creator | 10% Use of insights 40% Creative 15% Strategy 15% Execution 20% Impact & Results |
| 5 | Media Excellence | 10% Use of insights 10% Creative 30% Strategy 20% Execution 30% Impact & Results |
| 6 | Emerging Brands on Digital | 10% Use of insights 15% Creative 20% Strategy 25% Execution 30% Impact & Results |
| 7 | Multi-screen Strategy | 10% Use of insights |

| | | |
|---|------------------------|--|
| | | 15% Creative 30% Strategy 25% Execution 20% Impact & Results |
| 8 | Data-driven Powerhouse | 30% Use of insights 10% Creative 15% Strategy 15% Execution 30% Impact & Results |

4.4. The Jury Panel will apply the Judging Criteria in deciding the Winners. The Jury Panel, in its sole discretion may decide:

- a. Not to choose finalist(s) and/or winner(s) for one or more categories set out in Section 4.2; and/or
- b. To give special awards to one or more finalists of one or more categories.

5. Prizes

5.1. Each category will have five (05) finalists and only one (01) Winner that would be chosen from amongst the said 05 (five) finalists and each such Winner will receive the trophy of Vietnam YouTube Works Awards (the **"Prize"**), that will be presented at an award ceremony that would be hosted in Ho Chi Minh City (**"Award Ceremony"**) on a date that may be communicated by us. Each Winner will also receive public recognition after the Award Ceremony through such medium(s) as may be decided by us at our sole discretion. The Winner of the Grand Prix Award will receive up to a maximum of five (05) complimentary passes to the Spikes Asia 2020 held in Singapore (**"Passes"**). These Passes shall be delivered to the concerned Winner by the end of August 2020. Google reserves the right in its reasonable discretion to substitute these Passes with something of equal or greater value. No cash equivalent of these Passes can be claimed by the concerned Winner. The Winner of the Grand Prix Award and therefore of the Passes shall be solely responsible for choosing the people who may utilise these Passes to attend the Spikes Asia 2020 and that we will not entertain or be responsible for any disputes regarding such Passes not being extended/offered to certain people, organizations or companies who were part of the winning Participating Campaign or otherwise. Further, the Winner shall solely be responsible for all costs related to travel (including, airfare/travel fare, accommodations, meals, transportation, etc) of the people/its Representatives that it may choose to send to the Spikes Asia 2020 event and that Google shall in no way be responsible for incurring or reimbursing any such costs for any reason whatsoever.

5.2. All decisions by the Jury Panel regarding the Winners (for the concerned category) are final and binding and no correspondence or dispute shall be entertained in this regard.

5.3. Representatives acknowledge that Prizes will be awarded to the Participant (which may be an organization or company) and not to each of its members/Representatives individually or in their individual capacity.

5.4. If you have any concerns, queries or questions with respect to the Contest or the Winners, you may reach out to us at VNYTWorks@google.com.



6. Notification of Winners and Winners' obligations

6.1. The finalists will be notified on or before August 11th, 2020 through email. The Winners will be announced live at the Award Ceremony.

6.2. We reserve the right at our reasonable discretion to change the date for notifying the finalists, provided that we will send notifications for change of dates in advance.

6.3. We 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 two (02) weeks 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, we may select an alternative winner from all remaining participants.

6.4. If you are the Winner of the Passes you will bear all responsibility for the use of the Passes (including but not limited to compliance with any conditions imposed by the organiser of the Spikes Asia 2020), and any additional costs associated with its use, utilization or fulfilment (including but not limited to travel and accommodation costs related to attending the Spikes Asia 2020 event).

6.5. If you win a prize that has a monetary value attached to it, you will be solely responsible for ensuring that you comply with any applicable tax laws and filing requirements, is any.

6.6. Prizes are non-transferrable. You may not sell on or give away a Prize to other persons. You should not sell the Passes of the Spikes Asia 2020 for any monetary gains.

7. Privacy

7.1. 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/>).

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

7.3. 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 VNYTWorks@google.com.

8. Intellectual property rights

8.1. As between us 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/Participating Campaign into the Contest, you grant Google, its subsidiaries, agents and partner companies, an irrevocable, worldwide, royalty-free, and non-exclusive licence for the duration of any intellectual property rights in the entry to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display your entry into the Contest (1) for the purposes of allowing Google and the Jury Panel to evaluate the entries of Participating Campaigns for



purposes of the Contest and identifying Winners to the public, and (2) for the use in Google marketing material.

8.2. You represent and warrant that you are entitled to any intellectual property rights in the Participating Campaign and that you have not copied the Participating Campaign, in whole or in part, from any other existing work of any third party whether in your country or outside.

9. Right to cancel, modify or disqualify

9.1. If for any reason outside our control, it is not feasible to run the Contest as planned (which may include tampering, unauthorized intervention, fraud, technical failures, printing errors, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest), we may, at our sole discretion, cancel, terminate, modify, postpone or suspend the Contest.

9.2. We may, acting reasonably:

- a. Disqualify any Participant who tampers with the submission process or any other part of the Contest 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.

10. Limitation of liability & disclaimer of warranties

10.1. Nothing in these Terms will exclude or limit our liability or that of our affiliates for:

- a. Death or personal injury as a result of our negligence or that of our affiliates, servants, agents or employees;
- b. Fraud or fraudulent misrepresentation; or
- c. Any other liability that may not be excluded or limited under applicable law.

10.2. Subject to Section 10.1, We 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).

10.3. Subject to Section 10.1(b), and 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.

10.4. Subject to Sections 10.1 and 10.2, our 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:

- a. The replacement of the Prize or the supply of an equivalent Prize; or
- b. The payment, if it does not contravene any law, of the cost of such replacement or supply if incurred by you as per prior agreement with us.

11. 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.

12. Governing law and jurisdiction

12.1. 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.

12.2. 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 these Terms ("**Rules**").

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

12.4. 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.

12.5. Subject to the confidentiality requirements in Subsection 12.7, 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 12.5.

12.6. 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.

12.7. 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 12.7 to a competent court as may be necessary to file any order under Subsection 12.5 or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private).

12.8. 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.

12.9. Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision regarding the Dispute.