

## Terms & Conditions

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YouTube Works (the “Contest”) is run by Google (Hong Kong) Limited (“Google”), whose principal place of business is at 25/F, Tower 2, Time Square, 1 Matheson St, Causeway Bay, Hong Kong.

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:

1. Business must be established and have a billing address in Hong Kong.
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. Individuals and Representatives must be at least 18 years of age.
4. 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.
5. 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.
6. All YouTube campaigns that have gone live during the period from October 1, 2020 to October 1, 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. 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/zh-HK/ads/youtube-works/> 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 12:00 AM HKT on August 25 2021 and submissions end at 11:59 PM HKT on September 24 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 announced by November, 2021

### **Submission Requirements**

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

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

1. 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.
2. 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.
3. It must not contain any content, material or element that violates any third party rights.
4. It must have been written by the Participant.
5. It must have been regarding a campaign that was live in Hong Kong from October 1, 2020 to October 1, 2021.

### **3. Determining the Winners**

3.1. After the Submission 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.

3.2. These Round One judges will agree on the shortlist of submissions to send to the final jury. This final jury will also be comprised of independent judges, who will also evaluate the shortlisted entries in accordance with the criteria set out in these Terms.

3.3. 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.

### **Additional Awards**

3.4. The judges will have discretion to award the following titles to those Winners that they deem to demonstrate the following:

1. Impact from Insight: Celebrating the campaign that best demonstrates the use of insights to power the creative use of the YouTube platform.
2. Better Together: Celebrating the campaign that best demonstrates the most strategic example of agencies working together to merge media and creative in an innovative and effective way to break through.
3. Action Driver: Celebrating the campaign that best demonstrates how YouTube was used to drive customers to action in decision making moments.
4. Best Collaboration: Brand & Creator: Celebrating the campaign that best demonstrates the best strategic and creative collaboration between the brand & YouTube Creator.
5. Best Brand Campaign: Celebrating the campaign that best demonstrates how YouTube was used to drive awareness, recall, and impact to keep brands top of mind (e.g., ad recall lift, awareness lift, impressions, unique reach, etc.).
6. Best Breakthrough Advertiser: Celebrating the campaign that best demonstrates the new player in video advertising with great 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.

#### **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 in or before November, 2021.

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

4.3. 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.

4.4. 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.

#### **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 Hong Kong. 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 [hk-ytw-marketing@google.com](mailto:hk-ytw-marketing@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, sub-licensable, 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 Participant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an Participant 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 Participant to the fullest extent of the applicable law.

## 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 Dispute Resolution

ALL CLAIMS ARISING OUT OR RELATING TO THESE TERMS ("**DISPUTE**") WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, USA, EXCLUDING CALIFORNIA'S CONFLICTS OF LAWS RULES. The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 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**"). The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA. Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. 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.

## 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:** 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 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 Participants.

**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 Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an Participant's ability to participate.

**14. Force Majeure:** Neither party will be liable for failure or delay in its performance under these Terms to the extent caused by circumstances which are unforeseeable, unavoidable and beyond its reasonable control.

**15. 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 submission of a submission under these Terms.