

# Win a Lightover – See What Light Can Do Terms and Conditions

### 1. BRIEF DESCRIPTION OF CONTEST

- 1.1 The "Win a Lightover See What Light Can Do" is a contest organized by Philips Malaysia Sdn Bhd (the "Organiser"). It is a easy-to-enter contest where participants will stand a chance to win a lightover worth up to RM10,000. We invite participants to submit 3 digital photos of one of the rooms in their home and tell us in 50 words or less on why a lightover can transform their home.
  - The Organiser will select 6 winners that best communicate the story of why a lightover can transform your home. Each of these 6 winners will receive up to RM10,000 worth of Philips lighting products and services for a lightover performed by novice interior designers.
- 1.2 The contest will begin on May 9th and citizens of Malaysia can submit their photos until June 3rd. Winners will be contacted on June 11th.

## 2. CONTEST ENTRY

- 2.1 The Contest is subject to these terms and conditions ("Terms and Conditions").
- 2.2 The contest will begin at 12:01am May 9<sup>th</sup>, 2012 and residents of Malaysia can submit their digital photos and write up until 11:59pm (Kuala Lumpur time) June 3<sup>rd</sup>, 2012 ("Entry Deadline"). Entries received after the Entry Deadline will not be valid and will be ineligible for entrants of the contest. Winners to be contacted on June 11th.
- 2.3 The brief mechanism of the Contest is as follows:
  - 2.3.1 Participants are invited to submit 3 digital photos, no more than 2MB in size per photo in JPG or JPEG format, of one of the rooms in their home.
  - 2.3.2 Participants need to tell us in 50 words or less on why a lightover can transform their home.
  - 2.3.3 Participants need to provide the required personal particulars: name as in NRIC, email address, contact phone number, residential address of the home being submitted for contest, type of home (condo, semi-D, bungalow, etc.), number of residents in the home and their age.
  - 2.3.4 Participants need to "Like" us on Facebook and set the image of their home with them holding a "Philips Lightover" sign in it as their Facebook profile picture throughout the duration of the Contest.
  - 2.3.5 Participants can only submit one entry per home.
  - 2.3.6 The entries must not contain any material that is libellous, defamatory, profane or obscene.



- 2.3.7 All participants must follow the process and requirements for entry into the contest. All entries must be sent by email to address: <a href="mailto:lighting.my@philips.com">lighting.my@philips.com</a> only. Submissions that do not adhere to these requirements will be automatically disqualified. No notification of disqualified entries will be sent out to the participants.
- 2.3.8 Participant will retain ownership of his or her entry.

Timeline of the contest is as follows:

Submissions Open 9-May Submissions Close 3-June Winning List Post 11-June

Lightover 22-June onwards

- 2.4 The Organiser reserves the right to vary, postpone or re-schedule the dates of the Contest or extend the Contest Period at its sole discretion.
- 2.5 The Organiser reserves the right at any time to change, amend, delete or add to the Terms and Conditions and other rules and regulations including the mechanism of the Contest at its absolute discretion.
- The Organiser may terminate or suspend the Contest at any time at its absolute discretion in which case, the Organiser may elect not to award any prizes. Such termination or suspension shall not give rise to any claim by the Participants. If the Contest is continued by the Organiser, the Participants shall abide by the Organiser's decision regarding the continuation of the Contest and disposition of the prizes.
- 2.7 Submission of 50-word story is preferred to be in the English or Bahasa Malaysia languages. Participants are not allowed to submit on behalf of other individuals.
- 2.8 Participants must reside in the submitted home at the time of submission and lightover.
  Participants must be either the owner or tenant of the submitted home. The submitted home must be in the country of Malaysia.
- 2.9 Entry must be the original work of the Participant(s) and not infringe the copyright or intellectual property rights of any other individual or organization. Organiser is not liable for removal of contest submission due to copyright infringement. This includes and not limited to write ups, photos, animations, or any other type of content format submitted. Participants must have the permission of the homeowner to commit to the home lightover from Philips.
- 2.10 By entering the Contest, and to the extent allowed by law, Participants grant to Philips and its subsidiaries, affiliates, licensees, partners (collectively, the "Licensed Parties"), an irrevocable worldwide, royalty-free, non-exclusive, sub-licensable and transferable license to use, reproduce, prepare derivative works of, distribute, transmit, publish, display, publicly perform, adapt, exhibit and/or otherwise use or reuse (without limitation as to when or to the number of times



used), the Participant's Entry, name, image, voice, likeness, statements, background and biographical material including, but not limited to, other digital recordings, including audio and video streaming, and all recordings or videos made or submitted in connection with the Competition, as well as any additional photographic images, video images, portraits, interviews or other materials relating to the Participant and arising out of his/her participation in this Competition (with or without using the Participant's name) in any and all media, including but not limited to print, digital and electronic media, computer, DVD, CD, YouTube Website and Competition Channel, , audio and audiovisual media (whether such media is now existing or hereafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to Participant or any third party.

- 2.11 Submission of the photos and write ups does not guarantee participants the opportunity to participate in the Contest. The Organiser shall be entitled to reject or refuse participation by the participantss for any reasons whatsoever including if any provisions in the Terms and Conditions are not fulfilled or adhered to by the participant.
- 2.12 The Organiser shall not be held liable or responsible for any delay and/or failure in the receipt of entry due to the inability of the respective Internet Service Provider (ISP) company and /or telecommunication network to provide timely and/or efficient internet and/or communication services.
- 2.13 By submitting an entry, participants shall be deemed to have read, understood, accepted and agree to be bound by the Terms and Conditions of the Contest.

## 3. ELIGIBILITY

- 3.1 The Contest is open to all citizens of Malaysia aged 21 years and above as at May 9th, 2012 with a valid passport. This contest is open only in the country of Malaysia. The contest is a skill-based competition. PLEASE NOTE THAT THIS IS NOT A PRIZE DRAW, BUT AN ARTISTIC COMPETITION. NO ENTRY FEE or PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE COMPETITION.
- 3.2 Participants may be required to submit further proof of their eligibility within such timeframe as may be required by the Organiser failing which the Organiser shall be entitled to disqualify the participant.
- 3.3 The following persons shall not be eligible to participate in the Contest:
  - 3.3.1 employees of Philips Malaysia Sdn Bhd, Fleishman Hillard, subsidiaries and affiliates, agencies, sponsors, dealers, retailers, or any company associated with the Contest and the immediate family members (children, parents, brothers, sisters, including spouses) of such persons;



- 3.3.2 any bankrupts or un-discharged bankrupts; or
- 3.3.3 if the person has been convicted of any criminal offence prior to the Contest.

## 4. DISQUALIFICATION

- 4.1 The Organiser reserves the right to disqualify a participant and/or revoke any Prizes (as hereinafter defined) at any stage of the Contest if:
  - 4.1.1 the participant does not meet any of the eligibility criteria;
  - 4.1.2 the participant breaches any of the Terms and Conditions or other rules and regulations of the Contest or violates any applicable laws or regulations; or
  - 4.1.3 in the Organiser's sole determination, it is believed that the participant has attempted to undermine the operation of the Contest in any way whatsoever, including but not limited to fraud, cheating or deception.
- 4.2 In the event of a disqualification after a prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the ineligible or disqualified winner.

## 5. WARRANTIES

- 5.1 The participant represents and warrants to the Organiser that:
  - 5.1.1 he/she has the right, authority and power to enter into the Contest in accordance with Terms and Conditions and shall provide such proof as the Organiser requires;
  - 5.1.2 all personal details submitted by the participant to the Organiser are true correct accurate and complete.

## 6. WINNER SELECTION

- 6.1 The Organiser will select six winners from all the entries received by the Entry Deadline. The selection of the winners (six winners i.e. six homes) shall be based on the best communication of the story of why a lightover can transform your home.
- The Judges/Organiser's decision on matters relating to the Contest (including without limitation, the selection of the homes and winners) shall be final and absolute. No discussion, correspondence, enquiry, appeal or challenge by any of the participants in respect of any decision of the Organiser shall be entertained.

## 7. PRIZES



- 7.1 There will be six (6) winners each of whom will receive up to RM10,000 worth of Philips lighting products and services for a lightover performed by novice interior designers. The top 6 winners and homes will also potentially be featured on Philips Lighting Malaysia Facebook homepage. Prizes terms & conditions will be made available once the six winners are selected.
- 7.2 Each participant is only entitled to win a maximum of one (1) lightover throughout the entire Contest period.
- 7.3 The winners list will be posted on Philips Lighting Malaysia Facebook page from 11<sup>th</sup> June, 2012 onwards. Winners must click "like" on the winners list post and Philips Lighting Malaysia Facebook page. Failure to respond within 1 week (7 days) from the date of the posting of the winners list may result in forfeiture of the win.
- 7.4 In the event the winners are not able to receive, take up and/or utilize the Prize as detailed for reasons not attributed to the Organiser, the Organiser reserves the right to select an alternative winner. The Organiser shall not arrange for another prize or compensation in kind.
- 7.5 The winner is required to provide full name as per NRIC, valid NRIC number, phone number and e-mail address, and any other details that may be deemed necessary and relevant for the Organiser in its sole discretion, as and when requested/notified by the Organiser for the purposes of verification. Proof of mailing, faxing, or delivering (in any manner whatsoever) any details to the Organiser does not denote proof that the Organiser has received such details.
- 7.6 The Organiser reserves the right to forfeit any prizes due to the failure of any winner to provide the required details upon receiving the request/notification from the Organiser and the Organiser shall have no liability to the winners in any respect whatsoever. The Organiser reserves the right to appoint a third party to conduct the verification of winner and the winner agrees that the Organiser may provide all necessary information of the winner to such third party to facilitate such service.
- 7.7 The Organiser does not guarantee the availability of the Prize and the Organiser shall be entitled to replace and/or substitute such Prize(s) with any other prize(s) of similar value as determined by the Organiser, at its sole discretion.
- 7.8 The Prizes are strictly non-transferable, assignable, exchangeable or redeemable by the winner in any other form or manner other than that specified by the Organiser. All specific or special terms and conditions that are attached to the Prize must be adhered to by the winner.
- 7.9 The winner is responsible for any and all taxes, levies or duties payable as a result of a Prize being awarded or received (if applicable).
- 7.10 In the event that the winner chooses not to accept a Prize, the Prize shall be forfeited and the Prize shall be dealt with in accordance with the absolute discretion of the Organiser.



- 7.11 The Prizes are accepted entirely at the risk of the winner and is awarded by the Organiser without any warranty of any kind, either express or implied. The winner shall execute a deed of release and indemnity in a form prescribed by the Organiser, if so required, in order to receive the Prize.
- 7.12 Prizes must be collected in accordance with the dates specified by the Organiser, failing which it shall be forfeited. No cash alternative or alternative arrangement will be offered by the Organiser, its agents or sponsors.
- 7.13 Notwithstanding any provisions herein and/or in the event of unforeseen circumstances or circumstances beyond the reasonable control of the Organiser. The Organiser reserves the right to offer alternative arrangements of approximately similar value. No cash alternative will be offered.

### 8. GOVERNING LAW

8.1 The Terms and Conditions of the Contest shall be construed, governed and interpreted in accordance with the laws of Malaysia.

## 9. GENERAL

- 9.1 The Organiser (Philips Malaysia Sdn Bhd), Facebook, its agents, sponsors and representatives shall not be liable to perform any of their obligations in respect of the Contest and these Terms and Conditions, rules and regulations in respect of the Contest where they are unable to do so as a result of circumstances beyond its control and shall not be liable to compensate the participants in any manner whatsoever in such circumstances. Facebook is not a sponsor of this competition.
- 9.2 All rights and privileges herein granted to the Organiser are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the participants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Contest, the production, distribution, exhibition and/or exploitation of the Contest and/or Programme and/or any product based on and/or derived from the Contest and/or Programme.
- 9.3 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Contest.
- 9.4 The main language of the Terms and Conditions shall be the English language. Any translation to any other language than English shall be for convenience only. In the event of any inconsistency between this English language and any other languages, the English language version shall prevail and govern in all respects.