

Faber-Castell Young Artist Award

Term & Conditions

1. Organiser and Eligibility

- I. The “Young Artist Award” contest (“The Contest”) is organised by A.W. Faber-Castell (M) Sdn. Bhd. (197801003629 (40619-U)) (“the Organiser”).
- II. The Contest is open to all Malaysian residents with a valid MyKad and address in Malaysia, between the ages of 5 and 12 years old as of 1st January 2021 subject to the Rules and Regulations herein (“Participants”).
- III. The following group of persons shall not be eligible to participate in this Contest:
Representatives, employees, servants and/or agents of advertising and/or promotion service providers of the Organiser [including its affiliated and related companies], and their immediate family members [children, brothers and sisters].
- IV. The Organiser reserves the right to exclude and/or disqualify Participants who do not fall within the category of Participants, and/or who are in breach of the Contest Rules and Regulations.

2. Duration

- I. The Young Artist Award contest shall run from 1st August till 15th December 2021 (“Contest Period”).
- II. The Organiser reserves the right to modify, postpone, reschedule and/or extend the Contest Period and/or cancel/terminate the Contest at any time without giving prior notice. All entries received outside the Contest Period will be disqualified.

3. Submission of Entries

- I. Participants must complete their registration to the Contest by filling up a Google Form with their personal particulars at www.youngartistaward.my . By completing the form, Participants are deemed to have acknowledged that all information provided is true. The Organiser reserves the right to disqualify Participants in the event of the discovery of false information.
- II. The Contest is divided into two categories, which are applicable to the Participants as follows:
 - Category A: 5 to 8 years old
 - Category B: 9 to 12 years old
- III. Participants are entitled to only ONE (1) entry for the Contest and can only win only ONE (1) prize in the Contest.

3.1. How to join:

- Download the colouring sheet below, print it on an A4 or redraw the sheet by hand on a B4 size drawing block (for mixed medium) and finish colouring it.
- Click the 'SUBMIT YOUR ENTRY' button and fill in the participation form with all your particulars.
- Next, upload your completed artwork and a photo of your artwork paired with Faber-Castell colouring products.
- Click 'SUBMIT'. Congratulations! You're now a participant of YAA 2021!

3.2. Closing date for submissions are as follows:

- Round 1: 11:59 pm on 30th September, 2021
- Round 2: 11:59 pm on 5th November, 2021
- Round 3: 11:59 pm on 7th December, 2021

Submissions received beyond the closing date will not be approved, or will be disqualified from the Contest. The Organiser reserves the right to upload any approved, and or shortlisted submissions onto the Faber-Castell Malaysia Facebook page and the official microsite.

4. Notification & Prizes

- I. Due to the number of submissions, only shortlisted Participants will be notified via EDM during the second and final round. The winning Participants will be notified at the prize giving ceremony. In the event that the winning Participants are not able to be present at the ceremony, or the ceremony does not take place as initially intended due to unforeseen circumstances, the winning Participants will be notified in a reasonable manner deemed fit by the Organiser.
- II. The prize structure for each category are as follows:

1st place:

- Cash prize of RM2,000
- Custom designed trophy
- Hamper of Faber Castell products worth RM500
- Certificate
- Appointed as Faber-Castell's brand ambassador for one year

2nd place:

- Cash prize of RM1,000
- Custom designed trophy
- Hamper of Faber Castell products worth RM300
- Certificate

3rd place:

- Cash prize of RM500
- Custom designed trophy
- Hamper of Faber Castell products worth RM200
- Certificate
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7 consolation prizes:

- Cash prize of RM100
- Hamper of Faber Castell products worth RM50
- Certificate

- III. In addition to the aforementioned prizes, a special School Spirit Award will be awarded to the school with the most Participants and win a cash prize of RM500 and Faber Castell products worth RM500.

5. Redemption of Prizes

- I. The selected winners will be contacted via telephone and Facebook Private Message on Faber-Castell Malaysia's Facebook Page by the Organiser to confirm their delivery address. Selected winners are to respond to the Organiser within seven [7] days from the initial date of contact if there are any errors in the details provided. The Organiser shall not be held liable in the event the winner(s) cannot be contacted after at least three [3] attempts by the Organiser or its agents. All prizes must be claimed within three [3] months from the date of notification. All unclaimed prizes will be forfeited. The Organiser will not be held liable in the event of non-receipt or delayed delivery of the postal notification to the winner[s]. The Organiser will not be held responsible should there be any error, delay or defect in notification via telephone and Facebook Private Message to the Participants of the winners.
- II. The Organiser will not be held liable in the event that prize fulfillments are not completed due to incorrect contact details provided by the Participants.
- III. The Organiser shall reserve the right, at its absolute discretion, to substitute any of the prizes with that of similar value, at any time without prior notice. The values of the prizes are correct at the time of publication. Non-monetary prizes are given on an "as is" basis and are not exchangeable for cash, credit, other items or vouchers, in part or in full.
- IV. All winners must abide by the terms and conditions of the parties arranging and/or providing for the prizes and the terms and conditions attached to the prizes, if any.

6. Liability & Responsibility

- I. Winners shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents (including death) resulting from their participation in this Contest, redemption and/or utilisation of the prizes. The Organiser shall not be responsible for any liability, mishap, loss, damage, claim or accident (including death) in any manner whatsoever.
- II. All recording, transportation, accommodation, personal costs and/or any other costs, fees and/or other expenses that are incurred to participate in this Contest and to redeem the prize is the sole responsibility of the winner.
- III. The Organiser shall not be responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet and/or websites.

7. Organiser's Rights

- I. By submitting entries for this Contest, all Participants agree and acknowledge that all intellectual property rights thereto shall belong to the Organiser. The Organiser shall have the exclusive right to use, edit, modify and publish the entry submitted by all the Participants, publish the names of the Participants, in any way it deems fit for any advertising, trade, promotional purpose and for any other reason whatsoever, without any further notice to the Participants and the Participants shall not claim ownership or any payment or compensation on the materials. For the avoidance of doubt, the submissions will not be edited for judging purposes.
- II. The Organiser reserves the right to modify, suspend or cancel the Contest in the event that it cannot run as initially planned, technically interfered with or corrupted, including but not limited to, infection by computer viruses, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Organiser, despite the best efforts of the Organiser
- III. The Organiser reserves the right, in its sole discretion, to disqualify Participants that are found, or suspected of tampering with the Contest submission process of the Contest. The Organiser reserves the right to remove any submissions of the person who it reasonably suspects has violated or infringed any of these general terms and conditions and the Organiser reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to the Contest and/or the Contest submission process.

8. Privacy Notice

- I. By participating in the Contest, the Participants consent for the Organiser and any of its holding, subsidiary or related companies as defined in the Companies Act 1965 and its service providers, agents and contractors who provide administrative and business support to the Organiser and act on the Organiser's behalf ("Authorised Third Parties") (Collectively "the Organiser") to process the Participants' personal information provided in the entry submission for purposes of the Contest. This includes disclosing the Participants' name to the general public when the Participants become a winner in the Contest by publishing the Participants' names, photographs and other personal information without compensation for advertising and publicity purposes.
- II. By participating in the Contest, the Participants consent for the Organiser and its Authorised Third Parties to collect, process, safekeep the required details and to disclose the Participants' personal details to the related parties involved in organising the Contest, in accordance with the Personal Data Protection Act 2010. In the event that Participants wish to revoke their consent, such revocation must be made in writing and received by the Organiser before the expiry of the Contest Period. By revoking consent, Participants are deemed to have withdrawn from the Contest and may not be eligible to advance in the Contest and/or win any prizes. Participants who revoke their consent after winning will forfeit all prizes and the Organiser will not be responsible, or held accountable to reimburse Participants for the forfeiture of the prizes.
- III. The Organiser may also use the Participants' personal information for purposes of contacting and sending to the Participants marketing and promotional information or materials about the Organiser's products, services, any promotions, events or contests organised by the Organiser.
- IV. In the event that the Participants agree to share and disclose personal information of a person whom the Participants intend to refer to the Organiser, the Participants acknowledge that the Participants have obtained the consent of that person to share and disclose his/her personal information to the Organiser and to being contacted by the Organiser.
- V. In respect of minors or individuals not legally competent to give consent, the Participants confirm that they have appointed the Participants to act for them and, to consent on their behalf to the processing of their personal information in accordance with this privacy notice.
- VI. At times the Organiser may retain Authorised Third Parties to process the Participants' personal information. All such Authorised Third Parties are contractually bound to take reasonable measures to keep information secure and not to use the Participants' personal information in any way other than that which is specified here and in the Organiser's privacy policy at <https://www.faber-castell.com.my/legal/data-privacy>.
- VII. The Organiser is a multinational company and the Participants' personal information may be transferred across borders. The Organiser will ensure that the country the

Participants' data is transferred to has a similar or equivalent personal information protection laws in place, as set out in the Organiser's privacy policy at <https://www.faber-castell.com.my/legal/data-privacy>.

- VIII. To the extent that the applicable law permits, Participants have the right to request for access to, request for a copy of, request to update or correct the Participants' personal information held by the Organiser.

All Participants' written requests or queries can be made via:

- Whatsapp: +6011-107 63648
- Email: info@youngartistaward.my

9. Additional Terms and Conditions

- I. All entries submitted must be original and shall not breach any intellectual property rights belonging to any other party. The Participants shall not pose, distribute, reproduce or submit in any way whatsoever, any materials containing any other party's intellectual property rights, including but not limited to copyrights, or other proprietary information owned by another party without obtaining the prior written consent of the owner of such intellectual property rights or proprietary information.
- II. All final artworks must be completed by hand using the permissible art mediums as listed in the FAQ section. Any submitted artwork with digital images will not be accepted and disqualified from the contest.
- III. Participants may print the colouring sheet onto an A4 paper, or redraw the colouring sheet by hand on a B4 size drawing block. The Organiser strongly recommends that Participants who intend to use mixed medium such as watercolours in their artwork, to redraw the colouring sheet by hand on a B4 size drawing block, in order to maintain the quality of their artwork.
- IV. The Organiser, in its sole discretion, reserves the right to modify the Terms and Conditions set herein without any prior notice, if required for the smooth running of the Contest.
- V. All decisions made from the judging process are final and no appeal or correspondence regarding the matter thereon will be entertained.
- VI. By participating in the Contest, Participants acknowledge to have read, understood and agreed to be bound by the Terms and Conditions of the Contest, and the decisions of the Organiser.
- VII. Any Images or pictures used in promoting the Contest are purely for illustration purposes only.
- VIII. The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.