

Berjaya Young Entrepreneurs Competition 2019
TERMS & CONDITIONS OF PARTICIPATION

A. GENERAL RULES

1. **BERJAYA Young Entrepreneurs Competition 2019** ("the Competition") is organised by BERJAYA University College ("the Organiser") with the endorsement from the Ministry of Education ("MOE"), Malaysia.
2. All participants **MUST** read and abide by all the Terms and Conditions of **BERJAYA Young Entrepreneurs Competition 2019** as expressly stated herein as well as the additional rules/guidelines set for the four competition categories.
3. There are 4 categories for the Competition i.e. (i) Culinary Arts Competition; (ii) Business Pitch Competition; (iii) Travel Vlog Competition); and (iv) Social Media Marketing Competition.
4. This Competition is open to all Form 4 – 5 students (age group 16-17) in all the public/private schools, as well as Year 10 & 11 of all international schools in Kuala Lumpur, Selangor, Putrajaya and Negeri Sembilan.
5. No registration fees will be imposed.
6. In support of the government's initiative to encourage young Malaysians to be more competent in using English as a global language of business and communication, presentations and assignments in this Competition will be done in English.
7. Participants are required to obtain parental/guardian's consent and complete the relevant Participation-cum-Consent to Disclaimer Forms. By signing the Participation-cum-Consent to Disclaimer Forms online, the parents and participants agree to the Terms and Conditions contained herein.
8. Incomplete Participation-cum-Consent to Disclaimer Forms shall not be entertained.
9. Every participant is required to declare his/her health and physical fitness to the Organiser prior to entry to the Competition. Failure to truthfully declare one's physical fitness may result in immediate disqualification.
10. Participants will be disqualified if found to be involved in disciplinary misconduct during the Competition such as smoking, alcohol/drug consumption, bullying, extortion, fighting, and any other forms of behavior which may jeopardise or disrupt the Competition.
11. Participants may also be disqualified if found to be disrespectful which includes, but is not limited to, acts or conducts such as using profane or inappropriate language or gestures, and baiting or taunting an opponent which is intended to demean others on the basis of race, religion, gender, etc.
12. The Organiser will not entertain nor be in any way responsible for any dispute arising from incomplete or inaccurate entry details or any delay in submission.
13. The right to participate is not transferable without explicit approval of the Organiser. If a participant fails to show up for the Auditions/Preliminaries/Finals, no replacement shall be allowed.
14. The Organiser reserves the right to disqualify a participant if he or she has provided false personal data.
15. The Organiser can disqualify a participant from the Competition if the participant: (a) violates the competition rules before or during the Competition; (b) disturbs the proceedings of the Competition or jeopardises his/her own safety or the safety of others; and (c) refuses to comply with the instructions of the Organiser.
16. Participants are strictly prohibited from harassing the judges, Competition Committee, staff of the Organiser and/or the production crew.
17. Judges' score sheets and/or comments will not be revealed to the participants.
18. There will be no compensation paid if the Competition is cancelled for reasons of force majeure, i.e. due to occurrence of incidents that are beyond the control of the Organiser and which render it impossible or unsafe to hold the Competition.
19. All preparation costs, accommodation and/or transportation to Competition venues are participants' responsibility and expense.
20. The participants shall have no claim against the Organiser should any government authority restricts or refuses a student's participation in the Competition.
21. Whilst every reasonable precaution will be taken by the Organiser to ensure the participants' safety, participants enter the Competition at their own risk and the Organiser will not be responsible or held liable for any injury or death howsoever arising from training for or during participation in the Competition. Participants are strongly encouraged to go for medical examination and/or consult their medical practitioner prior to the submission of Participation-cum-Consent to Disclaimer Forms and before the actual Competition days.

22. The Organiser also reserves the right to reject, on Competition days, any entry that it deems not relevant to the showmanship spirit of the Competition and/or an entry whose preparation it deems too dangerous.
23. By entering the Competition, participants agree that the information provided in the Participation-cum-Consent to Disclaimer Forms can be used by the Organiser for any legitimate purpose of advertising, promotion, marketing, and compilation of results, and that photos, motion pictures, recordings, video materials and interviews made in relation with his/her participation in the Competition can be broadcast and published on TV, radio, internet, all print media, programme book, photo copies (video footage, VCD/DVD, etc) without remuneration and/or prior notice to the participant.
24. The Organiser reserves the right, in its absolute discretion, to substitute the prizes with items of similar value at any time without prior notice to any party including all the participants. All prizes are non-transferable and non-refundable.
25. The Organiser reserves the right to modify or substitute any of these Terms & Conditions of the Competition from time to time.
26. If there is ambiguity in any of the provisions, the Organiser shall be the authority to interpret and in doing so, the Organiser will take into account the interests of all the affected parties. The decision of the Organiser shall be final.
27. Any update on the Competition rules will be notified on the BERJAYA University College website on www.berjaya.edu.my/byec2019 and Facebook, as well as on **BERJAYA Young Entrepreneurs Competition** official Instagram account.

B. MISCELLANEOUS RULES

1. By entering this Competition, the participants (including but not limited to the winners) hereby:
 - (a) grants permission to the Organiser to (i) collect and to use, store, publish, display or reproduce in any media, the participant's name, particulars and photographs, for any purpose whatsoever (including for Berjaya Group's marketing or promotional activities of any kind) without further notice, permission, compensation or consideration. The participant agrees that the results and proceeds of such use shall become and remain the property of the Organiser; and (ii) to disclose, make available and share the participant's particulars to any entities within Berjaya Group in or outside of Malaysia without further notice, permission, compensation or consideration; and
 - (b) irrevocably and unconditionally grants to the Organiser an exclusive, irrevocable, fully paid, perpetual, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display such entry, or any portion thereof, in any media now known or hereafter devised including, but not limited to, all forms of television, video and all forms of internet and wireless protocol without any further notice, permission, compensation or consideration. Each participant authorizes the Organiser, any entities within the Berjaya Group and any of the Organiser's authorised representative (collectively referred to as the "Authorised Licensee"), to utilize, in any manner and at any time as they deem fit, the entry or any part thereof, and to make derivative works from such material. The participant agrees that the results and proceeds of such use shall become and remain the property of the Authorised Licensee and shall be dealt with in any manner whatsoever at the discretion of the Authorised Licensee and its assignees which shall have no obligations whatsoever to the participant. Each participant hereby irrevocably and unconditionally waives, renounces and relinquishes all claims he/she may have against the Authorised Licensee in connection therewith and fully release the Authorised Licensee from all such claims and any liability whatsoever in respect thereof.
2. Each participant shall indemnify and hold the Authorised Licensee harmless against all action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding (including professional fees and costs) which may be suffered or incurred by the Authorised Licensee arising directly or indirectly in connection with any breach or non-compliance with any of the rules and regulations contained herein.
3. Notwithstanding anything stated or implied to the contrary in these terms & conditions or the Submission Rules, the Organiser, Sponsors/Partners, production crew, administrative staff, employees or agents of the Competition shall not be liable to the participants or any third party for death or personal injury, loss, damage (indirect, remote, special or consequential), costs or expenses of any nature in contract, tort, negligence, breach of statutory duty or otherwise

howsoever arising.

4. The Organiser reserves the right to modify the Competition mechanics, withdraw or terminate this Competition at any time at its sole discretion without prior notice to any persons.
5. In the event of any dispute arising from this Competition, the participants irrevocably and unconditionally accept that the decisions of the Organiser and the Competition judges are final and binding with regards to all matters in relation to and all aspects of this Competition.
6. These rules and regulations shall be governed by the laws of Malaysia.
7. For all enquiries, please call Mr. Zachary Wong at +6012-3773-632 or email your requests to byec2019@berjaya.edu.my.