

## **TERMS AND CONDITIONS**

- 1. RISE Educator Award Contest ("the Contest") is organised by Taylor's Malaysia Sdn Bhd ("the Organiser").
- 2. The Contest has three categories as follows:
  - A. RISE Educator Award category
  - B. RISE Educator of the Year
- 3. Further terms and conditions on the categories are listed in clause 'nomination eligibility' below.
- 4. Contest prizes are subjected to the terms and conditions in clause 'contest prizes' below.
- The Contest starts from 1 March 2023 and the closing date for submission is 16 April 2023. Entries received after 11:59pm on 16 April 2023 or are damaged, corrupted, incomplete or illegible will not be accepted and will be disqualified.
- 6. The Organiser may at its sole and absolute discretion extend the contest period at any time without any prior notice to any party whatsoever. Unless otherwise varied to the contrary by the Organiser, any participation in the Contest during the extended period (if any) shall be governed by the Terms and Conditions set out herein which shall remain in full force and effect at all times.
- 7. The Organiser reserves the right to modify the contest mechanisms, withdraw or terminate this Contest at any time at its sole and absolute discretion without prior notices to any person.
- 8. In the event of unforeseen circumstances beyond its reasonable control, The Organiser reserves the right to cancel, modify, suspend or delay the contest period.

## NOMINATION ELIGIBILITY

9. RISE Educator Award category

The Contest, with regards to the RISE Educator Award category, is open to:

- i. All Malaysian citizens, residing in Malaysia, who are students, or
- ii. parents of students currently studying in any Malaysian pre-school, primary school or secondary school, only
- iii. Their nominees must be educators in any Malaysian pre-school, primary or secondary school, only (If all the above is checked then you are an Eligible Participant)
- 10. RISE Educator of the Year category

The Contest, with regards to the RISE Educator of the Year category, is open to:

- i. all finalists in the RISE Educator Award only
- ii. Any citizenship
- 11. One entry for either contest per eligible participant.

# SUBMISSION REQUIREMENTS

- 12. To participate, Eligible Participants must comply with each of the following:
  - a. Eligible Participants may submit only one (1) entry in only one (1) category.
  - b. Eligible Participants must fill up the submission form accurately and truthfully.
  - c. Eligible Participants MUST provide their Full Name, valid Contact Number, and Email address and Mailing Address (Incomplete entries will not be considered) to be contacted by the organiser. Finalists and winners will be contacted by email, SMS or phone call.
  - d. Eligible Participants must seek the consent of the nominee to participate in The Contest, if they are selected as finalists.
  - e. Each submission will be tied to one Eligible Participant.
  - f. All entries must be the Eligible Participants' original works and no part or component thereof is copied from any other work or material.
  - g. The Organiser reserves the right to reject any entry form at its sole and absolute discretion without having to assign any reasons whatsoever.



- h. All entries become the property of the Organiser and will not be returned to the entrant.
- i. Eligible Participants agree to allow the Organiser to use their nomination entries, names and photos in their social media platforms and publicity materials.

#### CONTEST MECHANIC:

- 1) Click on the nomination link within the RISE Educator Award website or scan the QR code.
- 2) Fill in the form and in 100 to 250 words, describe why your teacher deserves the award.
- 3) Submit your nomination.
- 4) If your nomination has been chosen as one of five finalists, Taylor's College will send you a link to the social media post with your nominee's story in it.
- 5) Garner votes for your nominee's post!
- 6) Nominee with the highest votes wins the award!

### **SELECTION OF WINNERS**

- 13. Finalists for the RISE Educator Award are selected through a Taylor's College committee, and winners will then be chosen based on popular voting by clicking 'like' [ Duke ] on Taylor's University and Taylor's College Facebook page. Finalists with the most votes win the category, provided the application is complete as follows:
  - a. The participant provides complete and accurate information in the nomination form
  - b. Participants agree to allow Taylor's College to use their names, nominations and photos in publicity materials; and
  - c. Participant has gotten the consent of the nominee to participate in the Contest.
- 14. Social media platforms for voting are only limited to Taylor's University's Facebook; and Taylor's College's Facebook.
- 15. Winner for the RISE Educator of the Year Award is selected from the five finalists of the RISE Educator Award and solely chosen by the judges of the RISE Educator of the Year Award.
- 16. Judges' decision is final and binding.
- 17. No correspondence shall be entertained.

## **NOTIFICATION OF CONTEST WINNERS**

- 18. The Organiser reserves the right to use any other method or medium that deems fit at its sole and absolute discretion for the purpose of announcing the Contest winners.
- 19. Contest winners will be required to give their contact details, NRIC No, Mailing address and any other details deemed necessary and relevant upon joining the contest.
- 20. Proof of mailing, faxing, or delivering (in any manner whatsoever) any details to the Organiser does not represent proof that the Organiser has received such details.
- 21. The Organiser reserves the right to forfeit prizes for any Contest winner who does not provide the required details upon receiving the request/notification from the Organiser.
- 22. The Organiser reserves the right to appoint a third party to conduct the verification of Contest winners and to fulfil the delivery of prizes and Contestants agree that the Organiser may provide all necessary information of Contest winners to such third parties to facilitate such service.
- 23. The prize winner will be notified within twenty one (21) days after the closing date. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate winner.

## **CONTEST PRIZES**

- 24. RISE Educator Award category
  - i. Winner of RISE Educator Award category shall receive RM2,000 in cash prize
  - ii. The nominator of the winner to RISE Educator Award category shall receive RM500 in cash prize
  - iii. Finalists of the RISE Educator Award category shall receive RM500 in cash prize
  - iv. Finalists of the RISE Educator Award category shall also receive RM10,000 in sponsorship for development of the school facilities or infrastructure.
  - v. The RM10,000 sponsorship is subject to the terms and conditions in clause 'School Sponsorship' below.



- 25. RISE Educator of the Year category
  - i. Winner of RISE Educator of the Year category shall receive RM5,000 in cash prize
  - ii. The nominator of the winner to RISE Educator Award category shall receive RM500 in cash prize
- 26. The Organiser reserves the right to determine the prizes and change the prizes without any prior notification.
- 27. All taxes, insurance, transfers, spending money and other expenses (including meals or personal expenses, upgrades etc.) as the case may be, unless specifically stated, are the sole responsibility of the Contest winner.
- 28. Each Contest winner shall be entitled to one (1) prize only.
- 29. Prizes are not exchangeable, transferable or redeemable in any other form for whatever reason. Contest winners are responsible to provide accurate information to facilitate the receipt of their award or prize. The Organiser, its sponsors and representatives shall have no liability to the Contest winners in any respect whatsoever.
- 30. The Organiser makes no warranties or representations whatsoever with respect to the prize and shall not be responsible nor liable for any problems and/or damage thereto or arising therefrom.
- 31. Prizes will be distributed by Ez Works Solution Sdn Bhd on behalf of the Organiser. Identification documents will be required (examples include identification card/NRIC/passport which displays a photograph of the Contest winner, and/or bank account information that corresponds to winner's identification information)
- 32. In special situations, and subject to the absolute discretion of the Organiser, a Contest winner may nominate a designated representative to collect the prize on his/her behalf. The representative will be required to present written authorization from the Contest winner and identification which includes a photograph for both the Contest winner and their representative.
- 33. In the event that a Contest winner chooses not to accept a prize within thirty (30) days from the announcement date of the winner on the Contest official website, the winner shall forfeit any and all claims to that prize, which will be dealt with according to the absolute discretion of the Organiser. It is the sole responsibility of winners to collect their prize within the time frame given.
- 34. Prizes are non-transferable and non-exchangeable for in-kind or cash alternative
- 35. The Contest winner(s) of any prize(s) may at the absolute discretion of the Organiser be required to execute a deed of release and indemnity in a form prescribed by the Organiser in order to receive the prize.
- 36. Winners under the age of 18 must be accompanied by a parent/guardian when collecting their prize. Both the winner and the parent/guardian must sign the deed of release and indemnity and show identification which includes a photograph.
- 37. All prizes are accepted entirely at the risk of the Contest winner, and the Organiser excludes all warranties in connection with any prize to the extent permitted by law. Contest winners shall comply with the terms and conditions of each prize.

### SPONSORSHIP TO SCHOOL

- 38. The five finalists of the RISE Educator Award category shall be required to fill in the sponsorship form provided by the Organiser and submit within the deadline provided (sponsorship agreement). The sponsorship proposal from the winner and their school is subject to the Organiser's approval and is required to be completed within three (3) months upon approval.
- 39. Payment shall be made in two installments: 50% of the Sponsorship Fees will be paid 30 to 60 days after approval of the sponsorship paperwork and remaining 50% paid 30 to 60 days prior to the completion of the works.
- 40. Unless otherwise agreed by the parties and stated in the Sponsorship Agreement, Sponsorship Fees shall be paid by the Organiser within 90 days of the invoice date for such Fees. If a shorter payment period for payment of Fees (or part of them) is agreed by the Organiser and recorded in the Sponsorship Agreement, such shorter period shall apply. In all cases Fees shall in any event be paid at least 30 days before the commencement of the Event. Time shall be of the essence regarding payment of Fees.
- 41. If the finalists or their school cancels the sponsorship before approval of paperworks, the finalists and school agrees that the Fee will be voided.
- 42. If either one of the finalists or the school terminates the sponsorship agreement, then the Organiser is not obliged to pay the sponsorship amount or any balance due.
- 43. Cancellations must be received in writing by the Organiser.



- 44. In the event beyond the reasonable control of the finalists, their school and contracted vendor, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advice or recommendation of any government (including any government agency or department), regulatory authority or international agency against travel, events and/or public gatherings, or the Venue becomes unavailable and/or unfit for occupancy and/or use ("force majeure"), the Organiser may cancel, amend the date of the work completion or otherwise alter the final phase. Should the sponsorship work be cancelled, curtailed or adversely affected by any cause not within the reasonable control of the Winner, their school or the contracted vendor including but not limited to any of the force majeure events as identified in the preceding paragraph, the Organiser shall be under no obligation to refund all or part of the sums to be paid to the Winner, Finalists and their school in respect of their participation.
- 45. The Organiser shall be under no liability to the Recipient or any other person in respect of any actions, proceedings, claims, demands, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Recipient as the result thereof.

### **PUBLICITY**

- 46. Competitors may be required by the Organiser to participate in a photo, video and/or film session and acknowledge that the Organiser has the right to use such publicity photos, videos and/or films in any medium and in any reasonable manner it sees fit, unless that person advises the Organiser at the time of entering the relevant contest that he/she wishes to retain his/her anonymity.
- 47. The Organiser reserves the right, at its sole and absolute discretion, to use the nicknames, names, photographs, voice or video recordings and entries of the Contest winner(s) and/or representatives without first obtaining any consent nor making any payment whatsoever to the Contest winner(s) and/or representatives, within the Taylor's Education Group, for publicity, advertising, trade or promotion purposes in any media.
- 48. Contest entries and material submitted in connection with this contest (whether in written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording taken of competitors become the property of The Organiser which may use the material in any medium and in any reasonable manner it sees fit. Copyright in any such material becomes and remains the sole property of The Organiser.

## **VARIATION TO THE TERMS & CONDITIONS**

49. The Organiser reserves the right to change, amend, delete or add to these Contest Terms and Conditions without prior notice at any time and the Contestants shall be bound to such changes.

## LIABILITY

- 50. The Organiser will not be responsible or liable for:
- any problem, loss or damage of whatsoever nature suffered by any party due to any delay and/or failure in receiving and sending the entry form as a result of any network, communication or system error, interruption and/or failure experience by the participating internet line and/or resulting from participation or the downloading of any materials in the Contest. In the event of such error, interruption and or failure, the Organiser shall not be responsible or liable for any failure by any Contestant to participate in the Contest at any time.
- any problem, damage or loss of whatsoever nature to any Contestant, or their authorised representatives resulting from their participation in the Contest.
- any error (including error in notification of Contest winners), omission, interruption, deletion, defect, delay in operation or transmission, internet line failure, theft, destruction of, or unauthorised access to entries, PC hang whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.
- any incorrect or inaccurate information, whether caused by web site users or by any of the equipment or programming associated with or utilised in the Contest or by any technical or human error which may occur in the processing of submissions in the Contest.