1. <u>The 3M Inspire Challenge</u>

- 1.1 The 3M Inspire Challenge ("Challenge") is organized by 3M Vietnam Limited (the "Organizer"). The Challenge will be governed by these terms and conditions (collectively referred to as the "Terms"). These Terms apply to Participants (as defined below) located in Vietnam. By participating in this Challenge, the Participant agrees that he/she has read and understood the Terms, and unconditionally agrees to be bound by the Terms.
- 1.2 The Challenge has two (2) stages. The first stage is at the Country-Level Semi-Finals and the second stage is the Regional-Level Finals. At the Country-Level Semi Finals, the teams will be competing with other teams within its country. The winning team from each country will then proceed to the Regional-Level Finals to compete with other teams in other countries.

2. <u>Challenge Period</u>

- 2.1 The Challenge commences on 23 April 2021 and ends on 21 September 2021 ("Challenge Period").
- 2.2 The registration of the Challenge commences on 23 April 2021 and ends at on 7 June 2021 ("**Registration Period**"). Entries received after the Registration Period will automatically be disqualified.

3. <u>Eligibility Criteria</u>

3.1 The Challenge is open to undergraduates (or equivalent in other markets) of an accredited higher education learning centre ("**University/College**") in Indonesia, the Philippines, Malaysia, Singapore, Thailand, and Vietnam, except the following:

(i) Employees and immediate family members of employees of the Organizer, parent company, affiliates, and subsidiaries of the Organizer;

(ii) Employees and immediate family members of employees of the advertising, promotion, fulfillment or other coordinating agencies.

("Participants")

- 3.2 If any Participant is an individual below the age of eighteen (18) years of age, the Participant confirms that he/she has obtained prior consent from his or her respective parents or legal guardian to participate in the Challenge. In the event the Participant fails to provide the Organizer with the said parental / guardian consent upon request by the Organizer, such individual shall be subject to Clause 3.3 below.
- 3.3 The Organizer reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entry not submitted in accordance with the Terms or which tampers with the entry process. Incomplete, indecipherable, illegible, incorrect or fraudulent entries or any entry which violates the Terms will automatically be disqualified without any notice.

4. <u>Your Participation</u>

4.1 Participation is on team basis. A team comprises of minimum two (2) Participants and maximum four (4) Participants. Each team must have at least one (1) male and one (1) female Participants.

- 4.2 A team can only submit one (1) entry for each stage of the Challenge ("**Entry**"). Details of the Entry, and mechanics of the Challenge are set out in <u>http://go.3m.com/3minspirechallenge</u>.
- 4.3 There will be three (3) themes for a team to choose from. Each team will participate by submitting an Entry that is aligned with the theme. The three (3) finalists with the highest overall scores (regardless of theme) will proceed to the Country-Level Semi-Finals. One (1) team will be selected as the winner of the Country-Level Semi-Finals ("Country Champion").
- 4.4 The Country Champion will qualify to compete at the Regional-Level Finals. The team that wins the Regional-Level Finals is the "Regional Champion".
- 4.5 By participating in the Challenge, the Participant confirms that his/her participation does not violate any regulations of his/her University/College.
- 5. <u>Scoring</u>
- 5.1 For qualification to Country-Level Semi-Finals, the Entries will be judged according to the following criteria: (i) innovation, (ii) creativity, (iii) originality, (iv) replicability, and (iv) content.
- 5.2 At the Country-Level Semi-Finals and Regional-Level Finals, a panel of three (3) to four (4) people who will be appointed by the Organizer at its own discretion, will be responsible for judging the Entries. The Entries will be judged according to the following criteria:
 - (i) Innovation, Creativity, and Originality (20%)
 - (ii) Replicability and future-proofed (20%)
 - (iii) Sustainability (5%)
 - (iv) Content (15%)
 - (v) Verbal Delivery (10%)
 - (v) Visual Delivery (10%)
 - (vi) Time (10%)
 - (vii) Question and Answer (10%)
- 5.3 The Entry that earns the highest overall score will win. The decisions of the judges will be final. In the event of a tie, judges will deliberate to determine the winner.

6. **Ownership of Entries**

- 6.1 Participant represents and warrants that the Entry does not violate any agreement or obligation to any invention assignment, proprietary information, confidentiality, non-solicitation, noncompetition or similar agreement with any employer or other person. Participant represents and warrants that the Entry is and will be Participant's own original work and does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third party patents, copyrights or trademarks.
- 6.2 Participant hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against the Organizer, or any other person, on the grounds that any use of a Participant's

Entry, infringes any of Participant's rights as creator of the Entry, including, without limitation, trademark rights, copyrights and moral rights.

- 6.3 Participant hereby assigns and transfers and agrees to assign and transfer to the Organizer all right, title, and interest in and to Participant's Entry and consequently the Organizer will have all rights to copy, edit, publicly display, publicly perform, broadcast, publish and use, in whole or in part, any Entry, in any manner without further compensation during and after the Challenge. At Organizer's request and expense, Participant will assist and cooperate with the Organizer in all respects to execute documents, and will take such further acts reasonably requested by the Organizer to enable the Organizer to acquire, transfer, maintain, perfect and enforce their intellectual property rights and other legal protections for the Entry. Participant hereby appoints the officers of Organizer as Participant's attorney-in-fact to execute documents on behalf of Participant for this limited purpose.
- 6.4 Nothing herein shall constitute an employment, joint venture, or partnership relationship between Participant and the Organizer. Except for the prizes given to winners of the Challenge, Participants will not receive any compensation from the Organizer in connection with any Entries. Each Participant acknowledges and agrees that Organizer or other Participants or third parties may have developed or commissioned works which are similar to the Entry of Participant or Participant's team, or may develop something similar in the future, and each Participant waives any claims that Participant may have resulting from any similarities to the Entry of Participant or Participant's team.
- 7. <u>Prizes and Awards</u>
- 7.1 The prizes and awards to be awarded are as follows:

(i) Country Champions: Each Country Champion will be awarded with (a) US\$1,000(or the local currency equivalent, (b) internship with local 3M subsidiary, and (c) certificate;

(ii) Country 1st and 2nd runners-up: Country 1st and 2nd runner-ups will be awarded with: (a) 3M products, and (b) certificate;

(iii) Regional Champion: The Regional Champion will be awarded with (a) US\$2,000 (or the local currency equivalent), and (b) certificate.

- 7.2 The Participants will be required to provide their bank account details for the receipt of the cash prize.
- 7.3 If the selected winners cannot be contacted, is ineligible or fails to claim a prize, the prize may be forfeited and the Organizer reserves the rights to select an alternate winner.
- 7.4 The Organizer will not replace any lost or stolen prizes.
- 7.5 The winners are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to the prizes. To the extent it is required by applicable laws for the Organizer to withhold any taxes, the Organizer may deduct such amount from the prizes for tax purposes.
- 8. <u>Publicity</u>

- 8.1 The Participant freely, voluntarily, and without consideration (i) consent to the recording of its likeness, image and voice, by any method and means, including but not limited to still photography, audio and video recordings ("**Recordings**"), by the Organizer, its parent companies, subsidiaries, affiliates and assigns, and anyone authorized thereby ("**3M**"); and (ii) consent to 3M's use of any Recording of the Participant as part of the Challenge.
- 8.2 The Participant irrevocably grants 3M permission to copy, display, publish, distribute, print, transmit, broadcast or otherwise use the Recordings in all media, including digital/social media, electronic, print, television, film, radio, internet and any other media now known or to be invented in the future, for any purpose, including but not limited to the advertising, promotion, marketing and packaging of any 3M product or service. The Participant agrees that the Recordings may be combined with other images, text, graphics, film, audio and audio-visual works, and may be cropped, altered or modified without the Participant's approval or consent. The Recordings may be used in conjunction with the Participant's own name, a fictitious name or without identification.
- 8.3 Participant has no rights to the Recordings, and agrees that all such rights belong to 3M. The Participant acknowledges and agrees that the Participant have no further right to additional consideration or accounting with regard to the Recordings or the use thereof, and that the Participant will make no further claim, for any reason, with regard thereto. The Participant agree that the foregoing release is irrevocable, worldwide and perpetual, and shall be binding upon the Participant's heirs and assigns.

9. <u>Indemnity</u>

The Participant agree to release, indemnify, defend and hold the Organizer and their parent companies, affiliates, subsidiaries, directors, officers, employees, sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Challenge, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Challenge or acceptance or use of a prize or parts thereof, including without limitation (i) any condition caused by events beyond the Organizer's control that may cause the Challenge to be disrupted or corrupted; (ii) any claim than an Entry infringes third party intellectual property or proprietary rights; (iii) any disputes among team members, (iv) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Challenge; (v) any printing or typographical errors in any materials associated with the Challenge; technical errors that may impair the Participant's ability to participate in the Challenge; or (vi) errors in the administration of the Challenge.

10. <u>Liability</u>

In no event will the Organizer be liable to Participant for any direct, special, incidental, exemplary, punitive or consequential damages (including loss of use, data, business or profits) arising out of or in connection with your participation in the Challenge, whether such liability arises from any

claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not the Organizer has been advised of the possibility of such loss or damage.

11. <u>Privacy</u>

11.1 The Participants agree that any and all personal data processed during the Challenge as well as under these Terms may be used by and/or disclosed to the Organizer and its affiliates for purposes including, but not limited to, participating in the Challenge, communicating with the Participants for purposes related to the Challenge, providing goods and services to the Participants upon request, sending to the Participants marketing information on products and services offered by the Organizers or other parties, and such other purposes set forth under the Organizer's Privacy Policy.

12. <u>Miscellaneous</u>

12.1 The Organizer reserves the right:

(i) at any time, to verify the validity and/or reject any entries at its sole and absolute discretion without having to assign any reasons whatsoever. Incomplete, indecipherable, illegible or incorrect, ineligible, fraudulent, unlawful or deceitful entries or any entry which violates the Terms, will automatically be disqualified without any prior notice;

(ii) to disqualify a winner if he/she is found to be ineligible at any point of time and to cancel/withdraw/recall the prizes from being delivered to the ineligible winner. If the ineligible winner has enjoyed the prizes, the ineligible winner agrees and undertakes to indemnify the Organizer for the cost of the prizes, failing which, the Organizer shall have the right to initiate any action it deems necessary against the ineligible winner;

(iii) to reject any entries and/or withhold the prizes or forfeit the prizes where the Organizer believes that there are unlawful, deceitful and/or fraudulent acts and practices without any prior notice;

(iv) at any time, to vary, delete or add to any of the mechanics, the prizes or the Terms, and alter, cancel, terminate or suspend the Challenge and/or any part thereof without any prior notice; and

- 12.2 The Challenge is subject to federal, state, and local laws and regulations. The Challenge is offered by the Organizer, which is not responsible for (i) late, lost, damaged, incomplete, or misdirected Entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Entries; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.
- 12.3 All decisions of the Organizer on all matters relating to the Challenge are final.
- 12.4 These Terms are governed by the laws of Vietnam.

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