

CONTEST TERMS & CONDITIONS

"A Day in My Shoes" ("Contest") is organised by Pearson Education South Asia Pte. Ltd. having its office at 63 Chulia St, #15-01, Singapore 049 514 [referred herein as ("Organiser"), "Pearson", "Company", "we", "us".]

THE PARTICIPATION TO THIS CONTEST IS PURELY VOLUNTARY.

- 1) BINDING AGREEMENT:** These rules form a binding legal agreement between us and the participant of the Contest ("Participant", "you", "your"), with respect of the Contest. In order to participate in this Contest, you must specifically agree to these rules. Hence, please read these rules prior to participating to ensure you understand and agree. You may not participate in the Contest if you do not agree to these rules or do not understand them. You agree that your participation to the Contest constitutes your agreement to these rules. The Contest is void where prohibited by law.
- 2) CONTEST PERIOD:** The Contest will commence on 25th September 2023 and will end (23:59 Indonesia time) on 20th October 2023.
- 3) CONTEST ELIGIBILITY:** The Contest is open to all the students/learners of Petra Christian University ("University") aged eighteen (18) years old and above (the "Participants") who are located in Indonesia subject to the terms and conditions as mentioned herein.
- 4) PARTICIPATION PROCESS:** To enter the Contest, each Participant must follow the specific steps provided:
 - a)** Each Participant shall create a 1-minute video of their daily life in University, spotlighting a Pearson resource and complete in under 10 words: "Presmul's #PearsonUniLife is _____." Thereafter the Participant shall would like Pearson TikTok and share the video using #PearsonUniLife.
 - b)** No automated or duplicated entries will be allowed, and all entries must be made by a natural person and each entry must be an original work.
 - c)** By submitting the videos, each Participant declares and represents to the Organiser that:
 - i.** The video and the content therein were originally created by the Participant and hence the Participant is the owner of the copyright to the submitted video(s); or
 - ii.** They have full permission from the copyright holder to submit the video(s). While they use any third party material (including but not limited to music, videos, organic content, filters), they represent that they have all the legal rights to use the same in video.
 - d)** Multiple entries are allowed per Participant, on condition that each entry submitted corresponds to a separate receipt and each entry contains a different video. Each Participant is only entitled to one prize in this Contest.
 - e)** Proof of submission is not proof of receipt, and Organiser shall not be responsible or liable for any delay or non-receipt of submissions. Organiser reserves the right at its sole discretion, to void any application, by any Participant, who is found to be abusing or tampering with the operation of the Contest, or who acts in any manner deemed by Organiser to be in violation of the terms and conditions mentioned herein.
 - f)** Entries must not contain any inappropriate content of any kind, including but not limited to content that (i) is obscene, hateful, defamatory, violent or offensive; (ii) promotes discrimination against any group or individual; (iii) contains any

religious, political, advocacy or commercial messaging; (iv) contains any viruses, worms, malware, Trojan horses or other harmful software of any kind; or (v) is in the Organiser's view inappropriate.

5) JUDGING PANEL & JUDGING CRITERIA: The judging panel will consist of two members from the University and two members from the Organizer. The Winner shall be declared based on the following:

- i. Relevance to Theme (20%) - How well does the daily life of each Participant in University associates with Pearson.
- ii. Quality of Submission (10%) – Pictures must be clear and engaging sound for videos, sharp images for photos.
- iii. Creativity & Originality (20%) - The content should reflect Participant's perspective and creativity.
- iv. Engagement (20%) – The number of likes, comments that it each video garners.
- v. Slogan (20%) - Brevity: Given the word limit, the slogan should be concise; Clarity: The message should be clear and easy to understand and Originality: The slogan should be unique and not easily confused with others.
- vi. Follow Pearson HE Asia TikTok Handle (10%): Follow Pearson TikTok Handle at <https://www.tiktok.com/@pearsonheasia>

6) ELIMINATION: Any non-compliance with these rules or the like may result in the immediate elimination of the Participant from the Contest.

7) PRIZES: The winners will be decided by evaluation of all valid submissions submitted at www.pearsonasia.com, Pearson's LinkedIn and/or Pearson's TikTok. Eligible entries will enter the Contest where selected winners will win prizes which includes a Logitech G Pro X Headset or a HyperX Cloud II - Pro Gaming Headset and consolation prizes comprising of a Tote Bag & Pearson Tumbler. Additionally, winners shall be featured on Organiser's social media platforms. All prize winners will be notified via email and given the necessary information on prize collection procedures. Prize winners must present their identification documents (e.g., Birth Certificate/KTP) (whichever is applicable), as well as the winning post(s) through their social media, account with username/profile name at the time of collection, for verification purposes. A winner will have 72 (seventy-two) hours from notification of selection to confirm their acceptance of the prize. If the winner does not respond at this time, Organiser reserves the right to withdraw the prize and select an alternative winner. No cash or other alternative prize will be provided in whole or in part, except that the Organizer reserves the right to substitute the Prize(s) for a prize of similar value. In the event that a winner or substitute winner is unreachable, ineligible, or fails to claim the prize in the time required, the winner or substitute winner shall forfeit their prize and a new winner be selected.

8) TAXES: ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE PARTICIPANT. In order to receive a prize, each Participant may be required to submit the tax documentation requested by us or otherwise required by applicable law, or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the Participant's country of residence. Each Participant will be solely responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements.

9) RIGHT TO CANCEL, MODIFY OR DISQUALIFY. Organiser reserves the right, acting reasonably and in accordance with all relevant legislation and codes of practice, to vary these terms and conditions. If for any reason the Contest is not

capable of running as planned, including, but not limited to, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, then we reserve the right to cancel, terminate, modify or suspend the Contest. We further reserve the right, at our sole discretion (a) to disqualify any Participant who tampers with the submission process or any other part of the Contest or Contest site/tool. Or (b) to void any post or comment entry that it determines as 'spam'. Any attempt by any Participant to deliberately damage any web site, including the Contest site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, we reserve the right to seek any and all remedies available from any such Participant to the fullest extent of the applicable law.

10) INTERNET: The Organiser shall not be responsible for any malfunction or for any late or lost submission, damaged, misdirected, incomplete or undelivered entry due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the internet or at the Contest tool/website, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions or any reason not beyond the Organiser's reasonable limit, which may limit a Participant's ability to participate in the Contest.

11) WARRANTY AND INDEMNITY: To the maximum extent permitted by law, each Participant indemnifies and agrees to keep Organiser at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Participant agrees to defend, indemnify and hold harmless the Organiser's from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) this Contest or other material uploaded or otherwise provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Participant in connection with the Contest; (c) any non-compliance by the Participant with these rules; (d) claims brought by persons or entities other than the parties to these rules arising from or related to the Participant's involvement with the Contest; (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; (f) any malfunction or other problem with the Contest tools; (g) any error in the collection, processing, or retention of information; or (h) any typographical or other error in the printing, offering or announcement of any prize.

12) PRIVACY: By participating this Contest, the Participants agree and acknowledge that all personal data submitted may be collected, processed, stored, disclosed or otherwise used by Organiser and its affiliates for the purposes of conducting and administering the Contest, and is subject to Privacy Policy available at <https://www.pearson.com/asia/privacy-policy.html>. The Participants consent to, and authorise Organiser to use, at its sole discretion, without further compensation to the Participants, any of their names, photographs, videos, audio files or any likeness of them for packaging, promotional, advertising, marketing and/or publicity purposes (where not prohibited by written law). All winners hereby consent to public disclosure of their names and the results of the Contest.

13) INTELLECTUAL PROPERTY RIGHTS: You grant us, our subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display your video offered by you in the Contest in connection with advertising and survey via communication to the public or other groups. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Contest, in particular relating to Organiser, the prizes and any product partnerships, are the property of their respective owners.

14) FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These terms and conditions and any disputes arising out of or related hereto, are governed exclusively by laws of Singapore and the courts of Singapore will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these terms and conditions, its interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. If any provision(s) of these terms and conditions are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all Participants expressly waive any and all such rights.