

## **UBERMEN MEN'S PLAYBOOK CHALLENGE VOLUME II 2022**

1. The contest is organized and managed by Tohtonku Sdn Bhd (also named as “the Organizer”) and will run from **1st August 2022, 12.00AM** and ends on **30th September 2022, 11.59PM**.

### **Eligibility**

2. This Contest is open to all male Malaysian citizens residing in Malaysia aged 18 and above (as at the date of participation in this contest) holding valid Malaysian National Registration Identity Card only.
3. The following group of persons shall not be eligible to participate in the contest: - - Employees of the Organizer including its affiliated and related companies and their immediate family members (children, parents, brothers and sisters, including spouses); and/or representatives, employees, servants and/or agents of advertising and/or promotion service providers of Organizer including its affiliated and related companies, and their immediate family members (children, parents, brothers and sisters including spouses).

### **Entries**

To enter this contest, participants must satisfy the following criteria:

4. To participate in the contest, participants must follow below steps:  
Step 1: Purchase any Ubermen products (no minimum requirement)  
Step 2: Head to Ubermen contest page at <https://myc.com.my/ubermen>  
Step 3: Upload a photo of yourself AND proof of purchase on the page
5. To increase the chance of winning, participants may submit multiple entries with different photos uploaded to the contest page.
6. Your entry includes any materials provided as part or in relation to that entry. Where entry to the contest involves provision of pictorial or other material in electronic or other forms, you must ensure your entry:
  - a. Suitable for public access and does not contain nudity, pornographic, religious/culturally/politically insensitive, or violent content
  - b. Not in breach of any applicable laws
  - c. Does not contain or refer to any products or brands other than those of the Tohtonku Sdn Bhd (unless such inclusion is entirely incidental, not prominent and is reasonably necessary due to the nature of the entry)
  - d. Is your own work and does not contain any intellectual property of another party unless you have the necessary permission for its provision and use.
7. You grant the Organizer:
  - a. Ownership of any entries
  - b. A perpetual, irrevocable, worldwide, royalty-free, sub-licensable and transferable right to use, reproduce, distribute, and make derivative works of your entry, in any media and through any media channel. You will not grant these to any other party.

8. Prizes for this contest are as follows:

**UBERMEN MEN'S PLAYBOOK CHALLENGE VOLUME II 2022: CASH PRIZES UP TO RM7,000.**

Category (Public Entries)	Prizes
Judges Selection	RM1,000 x5 winners Studio Photoshoot Session Chance to be the new face for Ubermen in future campaigns or advertisements
Public Selection	RM1,000 x1 winner RM500 x2 winners

**Winner Selection**

Selection of winners shall be done as follows:

**UBERMEN MEN'S PLAYBOOK CHALLENGE VOLUME II 2022: CASH PRIZES UP TO RM7,000.**

Judges Selection	Hand selected by Ubermen (Tohtonku Sdn Bhd) based on photo entries uploaded on Ubermen Men's Playbook Challenge Volume II 2022 contest page
Public Selection	The most creative photo entry uploaded on Ubermen Men's Playbook Challenge Volume II 2022 contest page with the most votes/hearts where voters may only vote ONCE per day

9. All the Organizer's decisions in connection with this contest shall be final, conclusive and binding. Any correspondence appeals or discussions will not be entertained.
10. All contestants shall agree to abide by the Organizer's decision with respect to all aspects in connection with this contest
11. By participating in this contest, you are agreeable to be contacted by the Organizer via phone, email and post if you are the winner.
12. If the winner is uncontactable or contact was attempted, the Organizer reserves the right to select an alternative winner for the contest.
13. The Organizer reserves the right to select another winner based on the judging criteria.
14. All prizes are not transferable or exchangeable in any other forms subject to such terms and conditions which the Organizer may in its sole discretion impose. The Organizer may in its sole discretion exchange or substitute the Prizes to another of equivalent or similar value at any time without prior notice.

15. The Organizer pay (at its discretion or where required by law) provide or publish details of the winner(s) (name and university). Requests for provision/publication should be sent to the Organizer contact details no later than within 10 weeks after the contest closing date.

### **Responsibilities for entries**

16. You must comply with these Contest terms and conditions and not otherwise lawfully seek to misuse or tamper with the processes and rules of the Contest
17. You must indemnify and defend the Organizer and other members of Tohtonku Sdn Bhd in respect of all liabilities, losses and damages of any kind resulting from your breach of these Contest terms and conditions. The Organizer excludes responsibility for those liabilities, losses, and damages, although nothing in these Contest terms and conditions is intended to limit the Organizer's liability for (i) fraud, (ii) intentional misconduct, or (iii) death or personal injury caused by its negligence (including that of its employees and agents)
18. You must indemnify and defend the Organizer and other members of Tohtonku Sdn Bhd in respect of any third-party claim that your entry or its use in accordance with these Contest terms and conditions breaches applicable laws, confidentiality obligations or intellectual property rights due to your breach of these Contest terms and conditions
19. The Organizer is not in any event responsible for:
- a. Entries lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind or any other event which is either unforeseen or outside of the Organizer's direct reasonable control
  - b. Your costs of preparing or submitting an entry

### **Disqualification**

20. All entries received out of the Contest Period shall automatically be disqualified.
21. The Organizer reserves the right to disqualify and/or exclude Participants and/or revoke the Prize if:
- (i) The participant is ineligible or does not meet any of the eligibility criteria set out in the above; or
  - (ii) The participant does not provide the required details upon receiving the request/notification from the Organizer; or
  - (iii) The participant breaches the Terms and Conditions or other rules and regulations of the Contest or violated any applicable laws or regulations; or
  - (iv) The winners cannot be reached or contacted within 7 days after the announcement of winners: or
  - (v) If it is discovered that the participant has violated the spirit of this Contest by purchasing products and reselling it in the market; or

- (vi) In the Organizer's sole determination, it believes that the participant has attempted to undermine the operation of the Contest by fraud, cheating or deception.
22. In the event of a disqualification after the Prize has been awarded, the Organizer reserves the right to demand for the return of the Prize or payment of its equivalent value from the disqualified Participant.

**Prize Redemption:**

23. Winners must provide necessary details (bank account, bank account number) requested by the Organizer within 7 days after the Notification. Cash prizes will be bank in directly to winner's bank details provided within 60 days
24. Winners will be contacted via email or call (according to details provided by contestants) within 30 days after the end of the contest period
25. The Organizer may require proof of identity before releasing any prizes.
26. If you wish to:
- a. Access, correct, limit, or update your Personal Data collected in relation to the Contest, or to make any inquiries or complaints about the processing of such information,
  - b. Requires the deletion of the Personal data,
- You should contact the Organizer.

**Other Terms & Conditions**

27. Tohtonku Sdn Bhd will not be responsible for entries that are incomplete or have invalid information.
28. Tohtonku Sdn Bhd reserves the right to disqualify any participants without notice at any point of the contest or after should he/she be found to have not fulfilled the prerequisites of the contest prior to participation.
29. Tohtonku Sdn Bhd will not be liable for any failure or delay in performing its obligations if such failure or delay is caused by circumstances beyond reasonable control.
30. The Organizer reserves the right to use the name, university, major, mobile number, photograph, particulars and/or documents of the Participants or winners for the purpose of advertising and all other forms of publicity from time to time.
31. The Organizer's commitment is to make Prize(s) available in accordance with and subject to these terms. Consequently, each winner is responsible for all:
- a. Visas and permits
  - b. Fuel, consumables and accompanying items
  - c. Upkeep, license renewals and ongoing or periodic requirements
  - d. Taxes and other such personal liabilities
  - e. Matters of physical fitness and capability

As well as other ancillary matters required for, or arising from, receipt, use or enjoyment of the Prizes.

32. Tohtonku Sdn Bhd reserves the right to cancel, suspend or amend the rules of the contest without prior notice. Any changes will be posted either on Tohtonku official website or each participating brand's social media page in the Terms and Conditions.
33. Tohtonku Sdn Bhd retains all proprietary rights to the intellectual property contained within the Contest and owns the copyright to all content within.
34. Participants agree, if so required, to participate in publicity events without any compensation or fees. The Organizer reserves the right to use the name, address, mobile number, photograph, particulars and/or documents of the Participants for the purpose of advertising and all other forms of publicity from time to time without any royalty or compensation given to the Participants.
35. In the event if the Organizer intends to offer a modeling assets contract in the future, it will be negotiated separately on terms and conditions to be mutually agreed by both parties.
36. Participants' personal details collected by Tohtonku Sdn Bhd will be kept private and confidential.
37. Personal Data of the Participants will be collected by Tohtonku Sdn Bhd and the Participants by participating in this Contest hereby agrees to the terms and conditions of Tohtonku Sdn. Bhd.'s Privacy Notice listed at <https://www.facebook.com/notes/830578687701165>.
38. Tohtonku Sdn Bhd will not be responsible for any technical error that occur during Internet access, telecommunications networks or any prevention of entry to the program.
39. Tohtonku Sdn Bhd will not be liable for any loss, damage, or personal injury incurred by the participants in the process of joining the program to the extent as may be permitted by law. The total and aggregate liability of Tohtonku Sdn Bhd to the Participants including and not limited to any claims arising out of or in connection with these terms and conditions, for breach of statutory duty, any form of loss, damage or personal injury shall not exceed the amount of RM100 per Participant.