

# HINO Art Contest

## ENTRY FORM

- *Malaysian Citizen*
- *Malaysian Permanent Resident*



\_\_\_\_\_  
Full name

\_\_\_\_\_  
Age

\_\_\_\_\_  
Date of birth

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone number

\_\_\_\_\_  
\_\_\_\_\_  
Address

- For entrant below 18 years old
- Parent Details

\_\_\_\_\_  
Name of parent/guardian

\_\_\_\_\_  
NRIC no. of parent/guardian

\_\_\_\_\_  
Phone number of parent/guardian

\_\_\_\_\_  
Signature of parent/guardian  
(Mandatory)

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Artwork Title:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of artwork (400 words maximum)

- ***I have read and accepted the Terms and Conditions***



\_\_\_\_\_  
Signature of participant (Mandatory)

## **HINO Art Contest**

### **Terms and Conditions: HINO Art Contest**

1. Entry into the HINO Art Contest (the 'Contest') is deemed acceptance of these terms and conditions.
2. Clause headings are inserted for convenience of reference only and shall not affect the interpretation of the terms and conditions.
3. The Promoter is Hino Motors Sales (Malaysia) Sdn Bhd (187864-U), Lot P.T 24, Jalan 223, Section 51A, 46100 Petaling Jaya, Selangor Darul Ehsan, Malaysia (the "Promoter").
4. The Agency is Roots Asia Pacific (Malaysia) Sdn Bhd (765214-X), E-8-3, Capital 5, Oasis Square, No2, Jalan PJU 1A/7A, Ara Damansara, 47301 Petaling Jaya, Selangor, Malaysia (the "Agency")

### **Duration**

5. The contest period commences at 00:00 (GMT+8) on 1<sup>st</sup> September 2019 and ends 23:59 (GMT+8) on 30<sup>th</sup> September 2019 (the "Contest Period")

### **Eligibility to Enter**

6. Entry is open to citizens and permanent residents of Malaysia, aged 12-17 years old (with guidance approval from parents) or 18 years or older at the date of entry (the "Entrants").
7. The following group of persons shall **NOT** be eligible to participate in the Contest:
  - a) Employees of the Organisers including its affiliated and related companies and their immediate family members (children, parents, brothers and sisters, including spouses);
  - b) Employees of the participating Hino Authorised Dealers including its affiliated and related companies and their immediate family members (children, parents, brothers and sisters, including spouses); and,
  - c) Representatives, employees, servants and/or agents of advertising and/or promotion service providers of Organisers including its affiliated and related companies, and their immediate family members (children, parents, brothers and sisters including spouses).
8. The promoter will not accept entries that are: automatically generated by computer, completed by third parties or in bulk; illegible, have been altered, reconstructed, forged or tampered with; and/or incomplete.

## How to Enter

9. There will be 2 separate categories :
  - Category 1 : Age 12-17 years old
  - Category 2 : Age 18 years or older
10. Entrants must submit the original copy of their artwork to the Agency, with the address **'Roots Asia Pacific (Malaysia) Sdn Bhd**, E-8-3, Capital 5, Oasis Square, No2, Jalan PJU 1A/7A, Ara Damansara, 47301 Petaling Jaya, Selangor. Attention to 'Jeremy Cheong' by the contest period specified in paragraph 5 of these terms and conditions.
11. Any usage of paint medium such as colour pencil, crayon, water colour and poster colour are allowed.
12. Size of submitted artwork is 37.5cm x 27cm or A3 drawing block paper, in landscape orientation.
13. Entrants must submit the original copy of their artwork to the Artwork should be based on 1 of the 3 themes ;
  - Futuristic Transportation
  - My Business, My Truck
  - Sports Arena
14. Artwork must include elements of HINO.
15. An Official Entry Form (in the form specified by the Promoter and made available on the Promoter's website) must also be completed, signed included in your submission envelope. Without prejudice. Each Official Entry Form signed by you will contain an acknowledgement that your entry is :
  - Exclusively your own work and does not comprise or incorporate any copyright or other intellectual property rights owned by any other person ;
  - Has not been submitted for other contests or competitions (whether in Malaysia or overseas) ;
  - Has not been used for commercial purposes and/or been published in any media
  - Is not defamatory or immoral; and
  - Does not infringe any third party rights and/or any agreements to which you are a party.
16. Neither the Promoter, Agency nor any of its employees, agents or representatives will be responsible for the non-receipt/or non-inclusion of entries in the Contest as a result of being lost, late, illegible, incomplete, invalid or because of technical failures or otherwise,. Including such failure, which is within the control of the Promoter, Agency, or its employees, agents or representatives.

17. The winner will be required to confirm in writing that they have read, understood, and complied with the terms and conditions of this prize draw, and may be required to provide proof of eligibility (including, but not limited to, proof of identity, age and/or residency), as necessary. The proof of eligibility that will be considered suitable for verification is at the Promoter's discretion.
18. The Promoter and Agency reserves the right to cancel, alter and/or amend the Contest at any stage if deemed necessary in its own opinion and entirely at its own discretion, or if any circumstances arise outside of the Promoter's control.
19. Entries cannot be returned by the Promoter and Agency.
20. There is no limit on the number of entries an individual can submit. However, Entrants can only have one (1) entry.
21. There is no purchase necessary by you to enter the Contest and there is no charge for submitting an entry.
22. All transportation, accommodation, personal costs and/or any other costs, fees and/or other expenses that are incurred to participate in this Contest and to redeem the Contest Prize is at the sole responsibility of the winner.

### **Judging & Winner Selection**

23. All entries will be judged by a panel of at least 3 judges. Judges will score each entry according to the following weighted judging criteria :
  - 40% theme relevance
  - 30% originality
  - 20% creativity
  - 10% color concept
24. The entry with the highest score from the Judges will be deemed the Grand Prize Winner. The next 3 entries with the next highest scores from the Judges will be deemed the Merit 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Prize Winners. The remaining 5 entries will be deemed the Consolation Prize Winners.
25. Decisions are final and no appeal against the decision will be considered.
26. If at any stage in the Contest, an Entrant cannot be contacted after reasonable efforts have been made by the Promoter, that Entrant shall forego his/her right to progress to the next stage and the Promoter at its sole discretion may arrange for a replacement Entrant to be selected.
27. The Promoter and Agency reserves the right not to award any prize if in the Promoter's sole opinion, none of the Entries meet the requirements stated herein or meet the required standard for that prize or the prizes.

28. If the winner is found to be ineligible or has not complied with these terms and conditions, such winner may be disqualified and an alternative winner for the prize may be selected.
29. The winning entry may be subject to minor alterations or adjustments by the Promoter and Agency or its agents, including, but not limited to, in order to ensure practicality of use.
30. Winners may be interviewed by the Promoter, and all winners hereby consent to public disclosure of their names, photographs and audio/visual recording of them and the results of the Contest in any publicity. The winners further consent to the Promoter disclosing such photographs, interviews, audios and videos to any third party media entities for publicity purposes and in addition, the winners waive any right to inspect or approve the finished content and images. Winners may also be required to take part in further promotional activities arranged by the Promoter.

#### **Notification of the Winners**

31. The winners will be notified by 15 October 2019 via e-mail and phone call as specified in the Official Entry Form. If the winner does not respond to our notification prior to 22 October 2019 (or such later date as the Promoter specifies for this purpose), the Promoter reserves the right to withdraw prize entitlement and the prize will be forfeited and an alternative winner will be selected. Upon prize forfeiture, no compensation will be given

#### **Prizes**

32. Entrants can only win one (1) prize each.
33. The Grand Prize includes the following :
  - MacBook Air 13.3 inch 128 GB

#### **Category 1**

- 1<sup>st</sup> Prize –  
Cash Prize RM500 & Alpha Artists Watercolour (30 colours set)
- 2<sup>nd</sup> Prize –  
Cash Prize RM300 & Alpha Artists Watercolour (30 colours set)
- 3<sup>rd</sup> Prize –  
Cash Prize RM100 & Daler Rowney Simply Brush Set
- Consolation Prize – Cash Prize RM100 x 5

## **Category 2**

- 1<sup>st</sup> Prize –  
Cash Prize RM1,000 & Wacom Intuos Pro PTH-851 Wireless Pen & Touch Large Graphic Tablet PTH-851
  - 2<sup>nd</sup> Prize –  
Cash Prize RM500 & Copic Sketch Marker 36pcs set
  - 3<sup>rd</sup> Prize –  
Cash Prize RM300 & Daler Rowney Simply Brush Set
  - Consolation Prize – Cash Prize RM100 x 5
34. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter. By accepting the prize, the winners agree to the conditions of its use.
35. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification, without notice and without furnishing any reason.
36. The prizes are to be collected by the winners from 22 October 2019 to 31 October 2019 from the Promoter at Hino Motors Sales (Malaysia) Sdn Bhd (187864-U), Lot P.T 24, Jalan 223, Section 51A, 46100 Petaling Jaya, Selangor Darul Ehsan, Malaysia. The Promoter reserves the right to refuse prizes to any winner after this date.
37. The Promoter's decision is final and no correspondence will be entertained.

## **Ownership of Contest Entries & Intellectual Property Rights**

38. The Entrants agree that their Contest Materials (excluding personal data) will be treated as having been submitted on a non-confidential basis.
39. The Entrants hereby grant the Promoter a non-exclusive, royalty-free, irrevocable, perpetual, world-wide and transferable license to use, reproduce, copy, transmit, display, publish, print, post, edit, adapt, modify, create derivative works of and/or otherwise distribute the Contest Materials submitted for the Contest (including the name of the respective Entrants) for the purposes of promoting the Contest and other promotional, publicity and marketing purposes, in any media format and through all media channels such as but not limited to webpages, social media sites and blogs, publications and/or any other form of advertising materials or promotional communications, without any payment or compensation to the Entrants.

40. The Entrants acknowledge and agree that the winning entry (in whole or in part) may be adapted, edited, altered, revised or otherwise modified for use by the Promoter.
41. By submitting a competition entry, you represent, warrant and undertake to the Promoter that your entry:
  - is exclusively your own work and does not comprise or incorporate any copyright or other intellectual property rights owned by any other person and/or corporations;
  - has not been submitted for other contests or competitions (whether in Malaysia or overseas);
  - has not been used for commercial purposes and/or been published in any media;
  - is not defamatory or immoral; and
  - does not infringe any third party rights and/or any agreements to which you are a party.

#### **Limitation of liability and variation of terms**

42. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this Contest.
43. The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (the "Promotion Parties") will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this Contest, the publicity of this Contest or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy ("Damages") whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.
44. Entry details remain the property of the Promoter. The name and photographs of the winners and all recipients of the prize may be used for promotional purposes by the Promoter, unless the winners otherwise notify the Promoter at the time of accepting the prize. Entrants consent to the Promoter using personal information provided in connection with this Contest for the purposes of facilitating the conduct of the Contest and awarding any prizes (including to any applicable statutory authorities) and to conduct marketing activities. Without limiting the foregoing, Entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement.

**Tax Implications**

- 45. The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.

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