Terms and Conditions

The Asian Recovery Network ("ARN") was just launched on 20th September during the International Recovery Symposium 2023 in Kuching. It is an NGO with a mission to promote and celebrate recovery from substance use disorder across Asia. Its vision is a world where no one walks the road to recovery alone. ARN is pleased to announce the launch of the ARN Logo Design Competition ("Competition") for the design of its logo.

1 Eligible participants

All entrants ("Participants") must be aged between 18 and 50 years and citizens of the following countries: Bangladesh, Brunei, Cambodia, India, Indonesia, Laos, Malaysia, Maldives, Nepal, Pakistan, Philippines, Sri Lanka, Singapore, South Korea, Taiwan, Thailand, and Vietnam.

2 Contest Period

Entries for the Competition will be accepted online from October 01, 2023 at 00:00 MYT (Malaysia Time) **until November 15, 2023** at 11:59 MYT ("Competition Period"). Entries must be received before the end of the Competition Period.

3 Agreement to Terms

By submitting an Entry to the Competition, the entrant ("You") agree to be fully unconditionally bound by these Terms. You also represent and warrant that You meet the eligibility requirements and that the Competition and You entering the Competition is not prohibited in Your jurisdiction. In addition, You agree to accept the decisions of ARN as final and binding as it relates to the Competition. If You are submitting an entry on behalf of a team, you agree to these requirements on behalf of your team.

All submission will become the property of the ARN and may be used for any other purposes, including, but not limited to, display on websites, business cards, letterheads, posters and other materials.

4 How to Enter

- a) To participate in the Competition, You must:
 - Like and follow our ARN's Facebook page @asianrecoverynetwork or Instagram @recoverynetwork.asia or ARN's X account @AsianRecovery;
 - ii. create a design that complies with the requirements in these Terms;

Terms and Conditions

- iii. adhere to the design requirements described in the <u>ARN Logo</u> <u>Design Creative Brief</u>;
- iv. share your design on your social media account with the hashtag #AsianRecoveryNetwork and tag @asianrecoverynetwork on Facebook. Tag @recoverynetwork.asia when posting on Instagram. When posting on X, tag @AsianRecovery.
- v. post your design on ARN's Facebook page, Instagram, and X (Twitter) accounts using the hashtag #AsianRecoveryNetwork.
 - Tag as many friends as possible and get as many engagements with your post as you can.
 - The post of the design with the most engagements on ARN's
 Facebook page gets a complimentary prize of USD50, the post of
 the design on ARN's Instagram that gets the most engagements
 get USD50, and the post with the most engagement on ARN's X
 account gets USD50.
- b) Only one entry is allowed per person and per team.
- c) Entries must be submitted via email to contact@recoverynetwork.asia by November 15, 2023 at 11:59 MYT. Late submissions will not be considered. Participants must provide the following information together with each entry submission:
 - i. Full name as in your national identity card or passport.
 - ii. Nationality.
 - iii. National identity number or passport number of valid passport.
 - iv. State the number of years in recovery (if you are in recovery)
 - v. Phone number
 - vi. Email address
 - vii. Social media accounts where you share your designs.
 - viii. Explanation for the rational in the choice of design and colours (rationale of design).
- d) **The submitted files must be PNG**. The winner shall be requested to submit the vector format files (EPS and AI).
- e) Proof of submission of an entry is not proof of receipt. ARN is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside our control.

Terms and Conditions

- f) Entries should derive inspiration from Asia's diverse, and unique multiculture; as well as positive ethics and values.
- g) Entries must comply with the brief listed in the Competition Guidelines. Entries that contain sexual content, violence or gore, or promote discrimination against any individual or group or that otherwise contain content that in the view of ARN is inappropriate, will not be accepted.
- h) Entries shall not contain any elements of political, race, religion and culture sensitivities.
- i) The entry must fulfil all Competition requirements, as specified in these Terms, to be eligible to win.
- j) Entries that are incomplete or do not adhere to the Terms may be disqualified at the sole discretion of ARN.
- k) If You use fraudulent methods or otherwise attempt to circumvent these Terms, your submission may be removed from eligibility at the sole discretion of ARN.
- I) Your Instagram account privacy settings must be set to public to enable ARN to view your entry.

5 Prizes

- a) Only one winning design will be selected by a team of ARN-appointed panellists ("ARN Panel") based on the criteria set out in section 6 of these Terms.
- b) **The winner will receive cash prize of USD250**. The prize money shall be credited to the winner's bank account via cash transfer or Telegraphic Transfer.
- c) Complimentary prizes of USD50 will be awarded to the owners of the designs posted on ARN's Facebook page @asianrecoverynetwork, Instagram @recoverynetwork.asia and X account @AsianRecovery, that garner the top most engagements. Engagements accounted for include Likes, Shares, reposts and comments.
- d) All specifics of the prize shall be solely determined by ARN. No substitution of prize or transfer/assignment of prize to others is permitted. If for any reason there are logistical or other issues with providing a prize, ARN may at its sole discretion provide a substitute prize of equivalent value.
- e) Any and all prize-related expenses, including without limitation any and all government, and/or local taxes, shall be the sole responsibility of the winner.
- f) Acceptance of prize constitutes permission for ARN to use the winner's name, likeness, and Entry for purposes of advertising and trade without further compensation.

Terms and Conditions

6 Winner Selection and Notification

- a) The ARN Panel will select the winning design based on quality of the design, and adherence to the criteria stated in the <u>ARN Logo Design Creative Brief</u>.
- b) The Winner will be notified via email within thirty days from the date of the ARN Panel's decision.
- c) The Winner will be announced on ARN's Instagram within ninety (90) days following the selection of the Winner.
- d) Designs submitted to ARN will be reviewed by ARN Panel to make sure the designs are adequate for large format out-of-home, as well as meeting legal and licensing requirements.
- e) Flexibility and scalability of design are key requirements as it should be ready for resizing, look good in black and white as well as colour. The final version of the logo should be suited for viewing/display as it will be used for website, social media and other digital channels, presentations, promotions, flyers, letterheads, lapel pin, buntings, t-shirt and other merchandising items.
- f) To the extent permitted by law, ARN shall have no liability for:
 - (i) the Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise nonfunctioning contact information;
 - (ii)the Winner's inability to receive the prize.
- g) If a Winner cannot be contacted, is ineligible, fails to claim the prize within forty-eight (48) hours from the time notification was sent, or fails to timely return a completed and executed declaration and release (if required), the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Competition is conditioned upon compliance with any and all national, and local laws and regulations.

7 Rights Granted by You

By submitting an Entry, You:

- (a) understand and consent to ARN, anyone acting on behalf of ARN, and ARN's licensees, successors, and assigns, having the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your Entry, first name, and statements about the Competition, for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.
- (b) represent and warrant that your Entry is an original work of authorship by You, and does not violate any third party's proprietary or intellectual property rights. If

Terms and Conditions

your Entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of ARN. If the content of your Entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless ARN from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which ARN may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

(c) agree to execute such further documents as may be reasonably required by ARN to give effect to these rights.

8 ARN Rights

ARN reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition in the event ARN becomes aware or reasonably suspects there to be virus, bug, non-authorized human intervention, fraud, or other cause beyond ARN's control corrupt that could affect the administration, security, fairness, or proper conduct of the Competition. In such a case, ARN may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by ARN. ARN reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Competition or website or violates these Terms. ARN has the right, in its sole discretion, to maintain the integrity of the Competition, to reasonably void entries, including, but not limited to: the use of AI, bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Competition may be a violation of criminal and civil laws. Should such an attempt be made, ARN reserves the right to seek damages to the fullest extent permitted by law. By participating in this Competition, You acknowledge that this Competition is in no way sponsored, endorsed or administered by, or associated with Facebook or any other social media site.

9 Liability

By submitting an Entry, to the extent permitted by law, You agree to release and hold harmless ARN and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether or not caused by negligence, from: (i) Your participation in the Competition and/or Your acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service;

Terms and Conditions

(iv) unauthorized human intervention in any part of the entry process or the Competition; (v) electronic or human error in the administration of the Competition or the processing of entries. You may have certain non-excludable rights or remedies under law. These Terms are subject to any non-excludable right or remedy You have under law.

10 Privacy Policy

ARN collects information from You (such as your name, social media profile, your ARN design and caption and any other details you provide in entering the Competition) in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and prize suppliers. Entry to the Competition is conditional on providing this information. This section should be read in conjunction with ARN's Privacy Policy which explains how ARN collects, stores, and uses personal information, which also sets out your data protection rights, including access and correction and how you may complain or raise a query about our handling of your information. Depending on Your location, Your information may be disclosed by ARN outside your jurisdiction as contemplated in these Terms. Please see ARN's Privacy Policy for further details. Entrants should direct any request to access, update or correct information to ARN at contact@recoverynetwork.asia.