



TERMS AND CONDITIONS

This competition is organised by S&P INDUSTRIES SDN BHD ("the Organiser") and Primavera Marketing as the appointed agency to manage and run this competition["Agent"] on behalf of the Organiser.

Submission

1. This competition is open to all design students in all disciplines ("Participant") subject to the terms and conditions ("T&C") contained herein.
2. All submissions must be done solely by the individual Participant who has agreed and accepted the terms and conditions stipulated herein by signing this T&C via the online entry form.
3. Each Participant may submit as many designs as they wish. Competition Participant is prohibited from sale, assignment or transfer of any of their submission rights to a third party. Once the Work is submitted, the Agent will not entertain any request for any additional changes, amendments or edition to the Work, as defined herein..
4. Upon the Agent's receipt of the Participant's online entry form, Participant will receive a confirmation email notification within seven (7) days from the date of submission.
5. Participant must have access to the internet and a valid email address in order to enter the competition.

Entry Requirements

1. To enter the competition, Participant are required to design a label that will be printed in accordance with the information provided under the Kerra Packaging Design Challenge 2021 brief emailed to all Participants ("Work").
2. The Work must be submitted online via the online entry form.



3. The competition opens at 00:00:00 **Saturday 1st January 2022** and closes at 23:59:59 **Thursday 31st March 2022** ["Competition Period"]..
4. The Organiser reserves the right to amend the Competition at any time and all Work received after the Competition Period or incomplete Work will be disqualified.
5. Each Work must also comply with the following requirements: -
 - (a) the Work is original and Participant have all rights to the Work;
 - (b) the Work have not been previously published released or distributed in any form and must not have won any award;
 - (b) the Work does not infringe upon the copyright, trademark, privacy, publicity or other personal or proprietary rights of any person or entity;
 - (c) Participant are prohibited from sale, assignment or transfer of any of their submission rights to a third party. Once the final submissions are sent, no additional changes, or edits can be made.

Competition Disqualification

1. The Organiser holds the right to disqualify any submission of Work which is non-compliant to the competition guidelines, inconsistent with the T&C or the Work is found to contain any identifying sign or mark or personal identifiable information that can contribute to the identity of the Participant and if the Work :
 - a) contains lewd, defamatory, libellous, offensive language, derogatory or threatening in any way;
 - b) contains material that conveys hatred or harm against any group or person that violate public morals and good order or otherwise goes against the theme and spirit of the competition;
 - c) contain personal, religious, or political meaning or sensitive information
 - d) are unlawful or violate an individual's rights or any applicable laws;
 - e) are incomplete, indecipherable or illegible entries
 - f) contain any content, material or element that is shown to be the intellectual property of any third party.
 - g) Impersonate another person or user, in any form.



2. Any submission of Work received after the Competition Period shall be automatically disqualified and the Organiser shall be under no obligation to notify the Participant of the disqualified entry or submission.

Competition Cancellation / Withdrawal

The Organiser reserves the right to cancel or suspend or alter the rules of the competition at any point in time at its sole discretion if deemed necessary in its opinion and if circumstances arises out of its control.

Competition Integrity

1. The Organiser undertakes to scrupulously protect the integrity of the competition by providing a unique registration number to each of the Participant, which will be the only identifier for the Participant. This means the digital board received will be stored under their registration numbers, with the complementary information kept in a separate document.
2. Apart from the unique registration number, any drawing, illustration, or narrative should not bear any marks, logos, symbols or sign that may identify its authority or source, and infringement of these rules will lead to immediate disqualification.

Winner Selection / Jury's Decision

1. The Organiser's determination of any winning entry or submission through its panel of jury members shall be final and no correspondence thereon will be entertained.
2. If under any circumstances a selected winning entry cannot accept, receive or is ineligible for the award for any reason, the highest ranked entry from the top shortlisted or remaining entries that meet the winning requirement shall be deemed the winner. S&P INDUSTRIES SDN BHD's association with the jury members do not imply any legal association, affiliation, contract or partnership in any way, shape or form.

3. The Organiser shall at its discretion decide whether the panel of jury members may be disclosed on a case to case basis either before or after the evaluation and announcement of the results of the competition.

Judging Criteria

Each member of the Jury is passionately committed to providing a fair and unbiased evaluation of all entries. The judging criteria include the followings:

- a. Innovation: does the design stand out, provide something new to the market or improve an existing product or service? (30%)
- b. Aesthetics – artistic value of the form, shape, color, texture, finishing, etc. (30%)
- c. Impact – the benefit delivered to the customer by the design (20%)
- d. Utility – does the design meet the intended purpose and needs of the customer? (10%)
- e. Reality of production – how realistic is it, technically and economically, to bring this design to production and broad-scale use (10%)

Organisation and Administration

Award and design competitions on <https://spfood.com> are organised and administered by the Organiser and the Organiser holds the right to assign any juries, agents or other authorised administrator to conduct, run and/or manage its competitions, including making any decision or exercising such at its discretion.

Awards and Prizes

- (a) The prizes are as follows:

Prizes for Winners	
Grand Prize	Paid working trip to SIAL Paris 2022 + Cash RM3,000
1st Prize	Paid working trip to SIAL Paris 2022 + Cash RM1,000

Prizes for College / University	
Grand Prize	Hamper worth RM 100 of S&P Products + Trophy + Cash RM1,000
Consolation Prize	Hamper worth RM 100 of S&P Products



- (b) The grand prize and 1st prize winner will be awarded with a paid working trip together with the Organiser's sales and marketing team to SIAL Paris 2022, the world's leading and largest food fair and innovation international trade show (representing Kerra Brand) to showcase the winner's Kerra label design. Both winners are required to design the exhibition booth for SIAL Paris 2022. A certificate will be provided to each participant upon completion of the competition.
- (c) In case of monetary awards, all bank account details into which the prize money is to be paid must correspond with that of the registered individual Participant or lecturer or university. In the event of inaccurate and/or incorrect bank account details provided resulting in the prize money not successfully credited, the Organiser shall not be held liable for the non-receipt of the prize money. No compensation, reimbursement and/or replacement will be entertained. As such, Participants shall ensure the accuracy of the bank account details provided.
- (d) The awards and prizes shall be advertised with each competition held. However, the right to add, alter or introduce additional awards and prizes shall be determined at the sole discretion of the Organiser.
- (e) All winners' will be notified by the Agent via email to the email address provided by the Participant whereby the winner participant is required to complete and return the award or prize notification requested detail within fourteen (14) days from the attempted first notification failing which any delay by the winner participant may result in disqualification and the prize will be forfeited.
- (f) In the event (i) there are any imposed government regulation or economic sanctions by Malaysia that prohibit monetary transfer to the winner's country of residence ; (ii) for any reason whatsoever any of the winners is unable to collect or receive the prize; (iii) winner is found to be ineligible to enter the competition or receive the prize or (iv) does not comply with the T&C the prize money shall be forfeited and the Organiser shall at its discretion award the prize money to the subsequent Participant with the highest score as the winner as the Organiser deems fit and deserving. .



However, the Organiser will make mention of the original winning Participant on the website under the list of winners.

- (f) Student Participants will be required to submit proofs of their student status for any competition organised by the Organiser in the event any of the student Participant's submission is selected as one of the winning entries. Failure in doing so shall may result in disqualification in the competition and lead to forfeiture of the Prizes.
- (g) Save and except for monetary awards, no cash equivalent, substitute or alternative prize will be given and the prize is non-transferable to another individual, non-exchangeable and non-negotiable.
- (h) The Organiser reserves the right to substitute the prize or set other new prizes due to circumstances beyond its control or to offer an alternative of similar value at its sole and absolute discretion.

Associated Cost

All costs and disbursements incurred to participate in the competition is the sole responsibility of the Participant. .

Plagiarism

If any charges is made against a Participant for plagiarism, the Participant, the is required to attend and resolve such charges at the earliest by the complainant . The Organiser reserves the right to remove the alleged plagiarised content from all its channels until the matter is resolved.

Publicity

- (a) By participating in the competition, the Participant agree and acknowledge that any Work submitted without limitation to the narrative, description, details, images, presentation, pictures, illustration and animation may be used for publicity purposes by the Organiser..
- (b) The Winners shall agree to, and shall upon request at a reasonable notice by the Agent or Organiser participate in publicity or promotional activity in relation to the competition such as interviews in person, online via social media or otherwise.

Publication

The Organiser shall have the right to collect, use and/or publish the Participant Work in whole or in part, or use them in any way it sees fit in connection with this website or its competition without prior approval of the Participant or payment for such use, subject to the provisions of the Data Protection Act 1998.

License/Intellectual Property Rights

- (a) By participating in the competition and submitting the Work, the Participant hereby give their consent to the Organiser with a limited, non-exclusive, sub-licensable, worldwide, royalty-free license (but not the obligation), whose license is effective till perpetuity, to use, copy, modify, translate, and/or adapt, distribute, publicly display by any means and in any media and create derivative works of your entry solely in connection with the inclusion of your entry in activities related to, and the promotion of, the competition and the particular project, without any further notice or remuneration to you.
- (b) These rights shall be applied to all existing or future media, and in particular all physical, optical, magnetic, analogical, digital and electronic media, including media such as hardcopies, CD-ROMs, DVD-ROMs, hard disks, computers and servers, the internet, all private or public telecommunication networks, by cable, satellite, radio networks, etc.



- (c) The Participant also further grant the Organiser a non-exclusive, worldwide, royalty-free, irrevocable license in perpetuity, to display and archive your entry on the Organiser's website, <https://spfood.com> ("website"), on the Organiser's Facebook, Twitter or any other social networking / media pages in relation to the competition. Any credits will be with the name you supply for the competition.

Privacy Policy

The Organiser is aware of the importance of the Participant's privacy. Hence, any information collected on our site is used only for processing and administration of the entry of your competition according to the competition guidelines, rules and regulations and optimise your visit to our site from your personal experience.

Disclaimer

The Organiser and/or its Agents shall not be held liable for the followings:-

- (a) loss or damage or submission of Work not received via email or other online platforms for any reason;
- (b) The Organiser's decision on the winner of the competition is final and no correspondence shall be entertained;
- (c) individual feedbacks to Participant will not be available.

Governance

These terms and conditions are governed by and in accordance with the Laws of Malaysia.



Amendments

The Organiser reserves the right to amend these terms and conditions from time to time without prior notice to the Participant in connection with the competition. It is the responsibility of the Participant to check the website regularly for any changes made to these terms and conditions.

Notification About Changes

Whenever there is any change in our privacy policy, or in the method of our collection or use of your information, it will be reflected on the website, and also the information will be delivered to the Participants and the Participants would be given the opportunity to agree or disagree with the same. In any event of discrepancy, the Organisers decision will be considered final.

By participating in this competition, the Participants are deemed to have agreed to fully comply and be bound by the T&C as referred in this web page. Participants are encourage to read the T&C carefully before submitting the Work . These T&C shall form a binding legal agreement between the Participant and the Organiser with respect to the competition.

As such, it is absolutely important to read and understand the whole T&C for a better and complete understanding to avoid any misinterpretation and/or misunderstanding of the T&C by the Organiser and Participants.

General Agreement and Consent

I _____ hereby give my consent and agree to the above terms and conditions.	
Full name:	_____
Signature of Entrant:	_____ Date: _____