

Setia KARYA – “Hotel Art Campaign” Contest

Dear ARTIST,

The Organizer of Setia KARYA for Amari SPICE Penang & Amari Kuala Lumpur is pleased to invite you to participate in the **Hotel Art Campaign Contest**. The contest is open to all Malaysians and Permanent Residents and will begin on Tuesday 2nd November 2021. Selected artists will work together with the organizers of Setia KARYA, and their artworks will be displayed at the hotels. The theme and concept will follow based on the design narratives of the hotels; Amari SPICE Penang – **Vibrance of the Orient** and Amari Kuala Lumpur, **Vivarium of the East**. Winning artworks will be exclusive for the use of Amari SPICE Penang & Amari Kuala Lumpur.

Setia KARYA aims to give equal opportunity and exposure to artists from all walks of life be it a professional, amateur, student or special needs artist, giving them a chance to showcase and nourish their unique identity. As part of Corporate Social Responsibility initiative, S P Setia Berhad is keen to further support the Arts Industry that has been severely impacted from Covid-19. The purpose is to raise public awareness and promote the overall local art industry.

To confirm your participation, you are required to submit the full and complete documents as follows :

1. Completed Registration Form
2. 3 Photographs of Artists’ previous artworks in digital format
3. 1 Passport size photo of the artist, necessary for the application process
4. A brief autobiography of the artist, sent in digital format not to exceed 150 words, describing the artists history with art, personal background, and other relevant information.

Participants are required to submit their applications to us via email (devandranath.n@spsetia.com) on or before **18th November 2021**. For further information, please contact **012-6213071**.

We look forward to your participation.

Thank You

REGISTRATION FORM

A. Consent of Participant who is 18 Years Old and above

Particulars of Participant

Full Name (as per NRIC / MyKad / MyPR)	:	
NRIC / Mykad / MyPR No.	:	
Mobile No.	:	
E-mail	:	
Full Address	:	
City of Residence	:	

I would like to make a submission for Artwork no: _____ (Refer to Contesting Artist Guidebook for Artwork No):

I have also attached the following required documents:

- Registration Form
- 3 Photographs of previous Artworks
- 1 Passport size photo
- A brief Autobiography

I, the above Participant, hereby acknowledge that I have read and understood the Terms and Conditions, Contesting Artist Guidelines and other rules and regulations related to this Setia Karya – Hotel Art Campaign Contest and do hereby unequivocally agree to be bound by the same (including my personal representatives and heirs).

Signature of Participant

Name:

NRIC / Mykad / MyPR No.:

Date:

B. Consent of Parent / Legal Guardian (For Participant Below 18 Years Old)

Particulars of Parent / Legal Guardian

Full Name (as per NRIC / MyPR)	:	
NRIC / MyPR No.	:	
Mobile No.	:	
E-mail	:	
Full name of Participant (as per MyKad / MyPR)	:	
Participant's MyKad / MyPR No.	:	
Relationship with the Participant	:	

The Participant would like to make a submission for Artwork no: _____ (Refer to Contesting Artist Guidebook for Artwork No):

The Participant has also attached the following required documents:

- Registration Form
- 3 Photographs of previous Artworks
- 1 Passport size photo
- A brief Autobiography

I, the parent/legal guardian of the above Participant, do hereby consent to the Participant participating in SetiaKARYA – Hotel Art Campaign Contest. I hereby acknowledge that I have read and understood the Terms and Conditions, Contesting Artist Guidelines and other rules and regulations related to this SetiaKarya – Hotel Art Campaign Contest and do unequivocally agree that the Participant and I are bound by the same (including our respective personal representatives and heirs).

Signature of Parent or Legal Guardian

Name:

NRIC / MyPR No.

Date:

Setia KARYA – “Hotel Art Campaign” Contest Terms and Conditions

The terms and conditions stated herein below shall govern the Contest organised by the Organiser (“Terms and Conditions”). By participating in the Contest, the Participant shall be deemed to have read, understood, accepted and agreed to be bound by the Terms and Conditions including any amendments or variations thereof and unequivocally accept the same in their entirety.

1. Organiser

S P Setia Berhad (Registration No.: 197401002663 (19698-X))

2. Name of the Contest

Setia KARYA – “Hotel Art Campaign” Contest

3. Eligibility Criteria

3.1 The Contest is open to **all Malaysians and Permanent Residents** residing in Malaysia at the time of entry (“Participant”).

3.2 Participant who is **below 18 years old** must obtain consent from their parents or legal guardians prior to participating in the Contest.

3.3 For the avoidance of doubt, the definition of “Participant” includes the parents or legal guardians of any Participant below the age stated in Clause 3.2 above.

4. Ineligibility

The following category of persons are not eligible to participate in the Contest:-

4.1 employees of the Organiser, its affiliates, subsidiaries or related companies, who are employed on a part-time, fulltime, permanent or contractual basis, including their immediate family members (i.e., spouses, children, parents and siblings of such employees);

4.2 employees of the Organiser, its affiliates, subsidiaries or related companies, who have tendered resignation at any time during the Contest Period including their immediate family members (i.e., spouses, children, parents and siblings of such employees); and

4.3 representatives and agents of the Organiser including the relevant advertising, promotion, digital media agencies and vendors who are directly involved with the Contest, and their immediate family members (i.e., spouses, children, parents and siblings of such persons).

5. Contest Mechanism

5.1 The entry procedure and mechanism of the Contest are posted on the Organiser's Facebook page (<https://www.facebook.com/spsetia>) and Instagram page (<https://www.instagram.com/spsetiabhd/>). The Participant must adhere to the procedure and mechanism of the Contest as may be briefed and communicated to the Participant by the Organiser from time to time during the Contest Period.

5.2 The Participant may submit a maximum of no more than (2) entries for each category of the Contest.

5.3 The Organiser reserves the right to change, amend or delete any Terms and Conditions and other rules and regulations including mechanism of the Contest at any time at its absolute discretion.

6. Contest Period

6.1 The Contest begins on Tuesday, 2nd November 2021, at 00.00a.m. and ends on Thursday, 18th November 2021, at 11.59p.m., unless otherwise notified. All entries must be submitted and received by the Organiser on or before Thursday, 18th November 2021, at 11.59p.m. Entries received after the stipulated day and time will not be entertained and are ineligible for consideration of Prizes.

6.2 Parents or legal guardians of participant who is below 18 years old must consent to his/her

participation in this Contest in the entry form and agree to the Terms and Conditions.

6.3 The Organiser reserves the right to vary, postpone or reschedule the Contest or extend the Contest Period at its absolute discretion.

6.4 The Organiser may terminate or suspend the Contest at any time at its absolute discretion. In which case, the Organiser may elect not to award any Prizes. Such termination or suspension will not give rise to any claim by the Participant. In the event the Contest is resumed by the Organiser, the Participant shall abide by the Organiser's decision and terms regarding resumption of the Contest and award of the Prizes.

7. Disqualification

7.1 The Organiser reserves the right to disqualify Participant and/or revoke the Prize at any stage of the Contest, if:-

- a. the Participant is ineligible or does not meet any of the Eligibility Criteria; or
- b. the Participant breaches any of the Terms and Conditions or other rules and regulations of the Contest or violated any applicable laws or regulations; or
- c. the Organiser, in its sole determination, believes that the Participant has attempted to undermine the operation of the Contest by fraud, deception or cheating or there was fraud, deception or forgery in any manner whatsoever by the Participant.

7.2 In the event of a disqualification after the Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize in its original condition or payment of its value from the said disqualified winner.

8. Warranties

8.1 The Participant warrants and represents that the Participant has attained the age of eighteen (18) years old on the date of his/her submission of the Registration Form for this Contest. Any participation from the Participant who is below 18 years old will be rejected unless the participation is accompanied with a written consent from the Participant's parent or legal guardian in relation to the participation in the Contest and the acceptability of the participation shall be at the sole discretion of the Organiser. Should the Organiser accept the participation of the Participant who is below the age of 18 years old, the Participant and their parent or legal guardian shall be solely and absolutely responsible for the Participant's participation. The Organiser disclaim any and all liabilities in connection therewith to the extent permitted by law.

8.2 The Participant represents and warrants with the Organiser that:-

- a. the Participant has met all the Eligibility Criteria stipulated in Clause 3 to enter into the Contest in accordance with the Terms and Conditions and shall provide such proof as the Organiser requires; and
- b. all the statements (if any and if so required) made by the Participant to the Organiser are true, correct, accurate and complete.

8.2 In consideration of the Organiser offering to the Participant the opportunity to participate in the Contest, the Participant hereby unconditionally and irrevocably:-

- a. confirms that the Participant will cooperate and follow all instructions given to the Participant;
- b. agrees that where the Participant is required to submit any artworks, sculptures, graphics, drawings, creative works, photographs, pictures, texts, slogans, captions, scripts including but not limited to the visual interface, structure, layout and design (hereinafter referred to as "Artworks") together with the entry of the Contest, the Participant warrants that the submissions are original, created and/or developed by the Participant and do not infringe any third party intellectual property rights;

- c. agrees that all Artworks, including the documents and materials submitted to the Organiser in any form shall not be returned to the Participant;
- d. agrees the winning Artworks will be deemed as the property of the Organiser and all rights, title, interest over the Artworks shall vest and belong to the Organiser. The Participant shall make no claims whatsoever in respect of the winning Artworks against the Organiser;
- e. agrees that and the Organiser reserves the right, at its sole and absolute discretion (without obligation), to use, display and exploit the winning Artworks in any manner whatsoever via any means or media platforms including exhibiting, archiving and reproducing images of their winning Artworks at any time as it deems fit without first obtaining any consent nor making any payment whatsoever to the winning Participant;
- f. agrees that all Prizes to be awarded in the Contest are contingent upon the accuracy of the information provided by the Participant and the full and complete performance of the Participant's warranties, undertakings and obligations hereunder;
- g. agrees that the Participant shall not by act or omission, directly or indirectly bring the Organiser (if any) or the Contest into disrepute;
- h. agrees that the Participant shall not without the prior written consent of the Organiser publish or disclose any information or make any statement in connection with the Contest or Prize (including without limitation to any representatives of media or third parties in any form whatsoever); and
- i. agrees that the Participant shall not give any product endorsement, interviews or be involved in any articles or reports in respect of the Contest or the Prize with any media or third parties without the written consent of the Organiser.

9. General Rules

- 9.1 By participating in the Contest, the Participant agree to be bound by the Terms and Conditions and the rules and regulations of the Contest. Non-compliance of any Term and Conditions, rules and regulations within the Contest Period will result in disqualification.
- 9.2 No purchase of images or unauthorised use of artworks or graphics belonging to third parties are allowed as part of the submission in the Contest. Any violation to this will result in disqualification of the Participant regardless of the number of entries submitted.
- 9.3 Participant grants the Organiser the right to use and publish their Artworks and graphics in any form or medium (including electronic or verbal), and in any platforms (including media or social media) for such purposes as the Organiser thinks fit.
- 9.4 Participant grants the Organiser the right to display, retain and modify all Artworks submitted to the Organiser in connection with the Contest for such purposes as the Organiser thinks fit.
- 9.5 Participant allows the Organiser to use the Participant's name, photos and the Artworks for advertising, marketing and promotional purposes without consent, compensation or whatsoever unless prohibited by applicable law.
- 9.6 The winning Participants shall not be permitted to transfer or assign any rights or sub-contract any of the obligations herein to another person. The Organiser shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organiser.
- 9.7 The winning Participants shall be solely responsible for and shall pay all taxes, including

applicable income taxes incurred in relation to the Prizes (if any and as applicable).

- 9.8 By participating in the Contest, the Participant forever release, discharge and hold harmless the Organiser, its subsidiaries, affiliates, related companies and their respective directors, officers, employees and agents from and against any cost and expense, loss, damage, liability, injury or claims of any kind arising from or in connection with the Contest or any Prize won.
- 9.9 The Participant shall reimburse, compensate, indemnify and hold harmless the Organiser, its subsidiaries, affiliates, related companies and their respective directors, officers, employees and agents from and against all cost and expense, loss, damage, liability or claims of any kind as a result of the Participant's breach of the Terms and Conditions (including the warranties and undertakings) and/or the rules and regulations of the Contest.
- 9.10 Under no circumstances shall the Participant and their respective parents or guardians have the right to injunctive relief or restrain or otherwise interfere with the organization of the Contest, the production, distribution, exhibition and/or exploitation of the Artworks and/or any product based on and/or derived from the Artwork.
- 9.11 The Organiser reserve the right to send SMS / WhatsApp messages or email notification to the Participant containing information regarding the advertising, marketing and promotional activities of the Organiser, its subsidiaries or related companies. If the Participant does not wish to receive such messages or email, the Participant is required to notify the Organiser accordingly.
- 9.12 The Terms and Conditions and the rules and regulations of the Contest shall be construed, governed and interpreted in accordance with the laws of Malaysia.
- 9.13 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the validity or enforceability of the remainder of the Terms and Conditions of the Contest.
- 9.14 None of these Terms and Conditions shall be enforceable by a person who is not a party to it.

10. Notice to Online Participant

- 10.1 Any attempt by an individual to deliberately damage any website or undermine the operation of the Contest in any manner is a violation of criminal and civil laws; and in the event of any such an attempt, the Organiser reserves the right to take appropriate actions and/or claim for loss and damages from such individual to the fullest extent permitted by law.
- 10.2 The Organiser is not responsible for error, incorrect or mis-transcribed phone / email transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any damage to any person's computer related to or resulting from participating in the Contest or in connection with the Contest, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Contest.
- 10.3 The Organiser shall not assume responsibility for late, lost, incomplete, inaccurate or damaged entries, or undelivered emails resulting from any form of active or passive email filtering by the Participant or a user's Internet service provider and/or email client or for insufficient space in the Participant or a user's email account to receive email.
- 10.4 The Organiser does not accept responsibility for any damage (whether material or non-material) caused to the Participant, to their computer equipment or to data which is stored on them, or to their personal, professional or commercial activities.
- 10.5 The Organiser reserves the right to cancel or modify the Contest if fraud, misconduct or technical failures affects the integrity of the Contest; or if a computer virus, bug or other technical problem corrupts the administration or security of the Contest which shall be determined by the Organiser in its sole and absolute discretion.

10.6 In the event of termination or cancellation of the Contest due to force majeure events or circumstances beyond the Organiser's control, a notice shall be posted on the Organiser's Facebook page, Instagram page and microsite.

10.7 Proof of submitting entries will not be deemed to be proof of receipt by the Organiser.

11. Judging

11.1 The winning Participants will be selected based on the criteria stated in the Contesting Artist Guidebook and to be evaluated at the sole and absolute discretion of the Organiser's panel of judges.

11.2 All judging decisions are final and binding in all respects and no appeal of results will be entertained.

11.3 Throughout the judging process and upon announcement of the winning Participants, queries on the status of entries or judging and critics/comments on the judging decisions will not be entertained.

11.4 The Organizer will notify the winning Participants via email provided by the Participant at the time of entry and announce on the Organiser's Facebook page (<https://www.facebook.com/spsetia>) and Instagram page (<https://www.instagram.com/spsetiabhd/>) on Monday, 20th December 2021 ("Announcement Date").

12. Prizes

12.1 A total of sixty five (65) winning Participants will be selected for the Contest and be awarded with cash prizes ("Prizes") as set out below:-

Category 1 – Digital Artwork, Mixed Media, Medium Painting, Acrylic Works, Illustration Drawings

Amari SPICE Penang

- 1st Prize - RM12,000, 1 Winning Participant
- 2nd Prize - RM9,000, 1 Winning Participant
- 3rd Prize - RM7,000, 1 Winning Participant
- Consolation Prizes - RM3,000, 28 Winning Participants

Amari Kuala Lumpur

- 1st Prize - RM12,000, 1 Winning Participant
- 2nd Prize - RM9,000, 1 Winning Participant
- 3rd Prize - RM7,000, 1 Winning Participant
- Consolation Prizes - RM3,000, 23 Winning Participants

Category 2 – Sculpture and Artefact

Amari SPICE Penang

- 1st Prize - RM12,000, 1 Winning Participant
- 2nd Prize - RM9,000, 1 Winning Participant
- 3rd Prize - RM7,000, 1 Winning Participant
- Consolation Prizes - RM3,000, 3 Winning Participants

Amari Kuala Lumpur

- Consolation Prizes - RM3,000, 2 Winning Participants

Each winning Participant will receive a Prize to be allocated at the Organiser's sole discretion.

- 12.2 Notwithstanding Clause 5.2, each winning Participant is only entitled to one (1) Prize for each category of the Contest.
- 12.3 The winning Participants are required to email their personal details as set out below, to devandranath.n@spsetia.com within three (3) days from the Announcement Date:-
 - a. Full Name (as per NRIC / MyKad / MyPR);
 - b. NRIC / MyKad / MyPR No.;
 - c. Mobile number; and
 - d. Email address.
- 12.4 The Organiser reserves the right to alter / vary/ replace the Prizes to / with a prize of similar value at any point of time.
- 12.5 The Prizes are strictly not exchangeable and transferable.
- 12.6 All and any costs to be incurred in relation to the Contest shall be borne fully by the Participant. The Organiser shall be under no obligation to reimburse the Participant for any costs and expenses incurred thereof.
- 12.7 In the event the Participant is not contactable or does not accept the Prize in accordance with the Terms and Conditions of the Contest, the Participant shall be deemed to have relinquished the Prize and the Organiser shall be entitled to deal with the same at its absolute discretion.
- 12.8 All non-cash Prizes, if applicable, are accepted entirely at the risk of the winning Participants and are awarded by the Organiser without any warranty of any type whatsoever, express or implied.
- 12.9 All Prizes must be collected by the Participant within the collection period. The collection period shall be notified by the Organiser at its absolute discretion ("Collection Period") and at such collection venue as determined by the Organiser. The Participant must present the National Registration Identity Card ("NRIC") / MyKad / MyPR (as the case may be) for verification purpose upon collection. Failure to claim or collect the Prize within the Collection Period shall result in the Prize being forfeited by the Organiser absolutely and the Organiser shall have no liability to the winning Participants in any respect whatsoever.
- 12.10 The Participant shall not dispute nor make any oral or written complaints, public announcements or statements on the Contest whether during or after the Contest Period.

12.11 The Organiser reserves the right, at any time, to discontinue showcasing, displaying or exhibiting the winning Artworks in the hotel as the Organiser may deem fit.

13. Privacy

13.1 In participating this Contest, the Participant and their parents or legal guardians acknowledge and agree that the Organiser will gain access to, use, disclose, retain and otherwise process certain Personal Data provided by the Participant and their parents or legal guardians for the purpose of the Contest. The Organiser's applicable Personal Data and Privacy Policy is as set out at <http://www.spsetia.com.my/terms-and-conditions/privacy-policy.htm> (as may be amended from time to time). In the event the Participant and their parents or legal guardians withdraw their consent to the access, use, disclosure, retention and process of their Personal Data, the Participant will be disqualified and ineligible for consideration for Prizes.