

Terms and Conditions

- 1. The Vision Petron National Student Art Competition 2018 ("the Competition") is open to all university/college students in Malaysia, aged between 18 to 28 years, enrolled in local public and private higher learning institutions except the employees of Petron Corporation and their immediate family members, its promotion agencies, advertising agencies, PR agencies and any associate companies.
- 2. The theme of the competition is "Rediscovering Culture".
- 3. This Competition is valid in Malaysia only.
- **4.** Submissions:
 - ✓ Submission MUST be done online after the students have registered through Vision Petron registration page. <u>Only art painting</u> submission must be done online and offline.
 - ✓ Participants must accurately complete their details in the online entry form. Petron Corporation will not be liable for any consequences due to the mistake and omission by the participants in submitting their details in the entry form.
 - ✓ The artwork rationale/write up of the artwork may be submitted in English only.
 - ✓ All physical artworks (Art painting submission) must be submitted with the submission e-receipt, by 6th July 2018 (Friday), 12pm to your lecturers or Vision Petron Secretariat.
 - ✓ The artwork(s) submitted by the Participants must be originally produced by the Participants and must be unpublished or has never been submitted to any other competitions or events or exhibition including but not limited to any of the competitions organized by Petron Corporation.
 - ✓ Submission of artwork signifies acceptance of the Terms and Conditions of the Competition by the participants. While all reasonable care will be taken of the artwork submitted, Petron Corporation assumes no responsibility for any loss of or damage to the artwork including but not limited to the artwork, photographs and any documents submitted before, during, and/or after the Competition.
 - ✓ All costs incurred in transporting of the shortlisted artwork shall be at the sole expense of the participants.
- 5. Each participant is entitled to win one prize only per category.
- 6. Petron Corporation reserves the rights to extend any date specified for the Competition contain herein and the decision will be based on the sole discretion of Petron Corporation.



- 7. Petron Corporation reserves the right to change, suspend or vary the Competition's Terms and Conditions contain herein at any time, wholly or in part by way deemed suitable by Petron Corporation without prior notice to the participants and the decision will be based on the sole discretion of Petron Corporation.
- **8.** By participating, the participants agree to be bound by the Competition terms and conditions contain herein ("Terms and Conditions") and to the decisions of Petron Corporation shall be final and binding in all respects.
- **9.** All winning artworks / photographs / videos / music (Top 6 winners) will be exhibited and exposed in public for recognition purpose. The artworks will become the property of Petron Corporation and may be used by Petron Corporation for any and all legal purposes, which includes but not limited to mass production for corporate giveaways or shown in any Petron corporate event.
- 10. Petron Corporation reserves the right to take legal action against participants whose entries are plagiarized (whether in part or in full) and are not their original work. Universities/colleges of these erring participants will be immediately informed.
- 11. Petron Corporation shall not be held responsible for any loss of or damage to the participants' property such as cameras, memory cards, accessories, painting instruments etc. howsoever caused or arising in relation to or in connection with the said event and neither the participant nor his or her estate shall individually, and or jointly claim against Petron Corporation and its affiliates' office-bearer(s), servant(s), or agent(s) or hold Petron Corporation and its affiliates' office-bearer(s), servant(s), or agent(s) responsible for any mishap, accident, personal injury or death suffered by the participant.
- 12. All winning artworks (Top 6 Winners) will be exhibited at the 6th Vision Petron: National Student Art Competition 2018. The venue and the dates of the Exhibition will be confirmed later by Vision Petron Secretariat.
- 13. Winning artworks will become the property of Petron Corporation. Petron Corporation reserves the right to promote all winners and their artworks for its advertising and promotional activities without further reference to the winners and without obtaining any other further consent or making any payment whatsoever to the winners for publicity, advertising, trade or promotion purposes in any media except in the case of payment to the winner(s) pursuant to the sale of artwork.



- **14.** Petron Corporation reserves the right to exhibit or reproduce any winning artwork in whatever way deemed fit without prior notice, consent or payment to the winners except in the case of payment to the winners pursuant to any sale of any artwork.
- 15. All submission materials and artwork submitted to Petron Corporation in accordance with these Terms and Conditions must be the original works produced by the participant. The participant must also be the owner of the physical, copy right and intellectual property of all the submitted materials and Artwork
- 16. All winning artwork (Top 6 Winners) including the documents and materials submitted (artwork) to Petron Corporation shall be the sole property of Petron Corporation. Petron Corporation reserves the right to retain all winning artworks and any supporting documentation. Participants are advised to photograph their submissions for their own records prior to submission.
- 17. All winners (Top 6 Winners) shall grant Petron Corporation, royalty-free, exclusive license to exhibit, archive and reproduce images of their winning artwork including, but not limited to brochures, calendars, catalogues, post cards and websites or any kind of medium which in the opinion of Petron Corporation is fit for promoting the Competition or marketing purposes.
- 18. Each participant undertakes to indemnify and hold Petron Corporation and its officers and agents harmless from and against any and all liability, loss, damage, costs and expenses in relation to any claim or action brought against Petron Corporation or its officers and agents arising out of a breach of this warranty by the participant.
- **19.** Petron Corporation will not be liable for any losses suffered by the participants or any third party due to the participants' breach of any Terms and Conditions contain herein.
- **20.** Petron Corporation will not be liable for any damages or losses to the artwork in any circumstances including but not limited to the following:-
 - ✓ Damages or losses to the artworks during the delivering of the artwork to Petron Corporation;
 - ✓ Damages or losses to the artworks when the artwork is in the possession of the Petron Corporation; and
 - ✓ Damages or losses to the artworks after the participants have collected their respective artworks.
- 21. In the event there is any claim against Petron Corporation, its agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents by any individual, organization, governmental authority or any third party due to the conduct of the



participants, the participants agree to indemnify the same to Petron Corporation for any damages and losses suffered.

SPECIFIC TERMS FOR 'ART PAINTING' CATEGORY:

- The unframed size of the artwork must be a minimum of 36x36 inches (3ft) to a maximum of 48x48 inches (4ft). There is no specific requirement in orientation or shape of a participant artwork however the preferred weight would be 10kg to 15kg maximum.
- 2. The medium is open (acrylics, collage, ink & etc.). Participants should refrain from using perishable materials in their artwork. Digital illustration is discouraged as well.
- **3.** The image painted shall not appear provoking sensitivity of certain groups/community where Vision Petron also encourages responsible and quality arts. Any abuse of the said matter in material submitted will be rejected.
- **4.** Participants are required to upload a picture of their artwork online and print out the e-receipt after they registered online. Attach the e-receipt with the artwork and submit to your lecturers or to Vision Petron Secretariat.
- 5. The file name should be renamed as follows:

FULLNAMEOFPARTICIPANT_ARTWORKTITLE.JPEG

- 6. Entries will be judged according to:
 - Originality & Rendition (30%)
 - Picture Impact (20%)
 - Composition (20%)
 - Creativity (30%)

SPECIFIC TERMS FOR 'PHOTOGRAPHY' CATEGORY:

- 1. The size of the photograph must be 16 x 24 inches (16R).
- 2. The file size must be less than 5MB.
- 3. Image/s is/are required to be in high resolution and is/are suitable for printing in exhibition.
- 4. The file name should be renamed as follows:

FULLNAMEOFPARTICIPANT_PHOTOTITLE.JPEG

- **5.** The Entry photo must not be manipulated in any post production activity. Minor post production is allowed, however it is subject to judges' discretion.
- 6. Entrants must declare the type of camera used. Filters may be used.



- 7. Students should handle permits and other related matter. Also, students will be responsible for all waivers for all talents they will use and permits in the locations they will be shooting. Petron Corporation is not liable for any untoward incident or legal dispute.
- **8.** The image captured shall not appear provoking sensitivity of certain groups/community where Vision Petron also encourages responsible and quality arts. Any abuse of the said matter in material submitted will be rejected.
- **9.** If a subject appearing in the photo is under the age of 18, a parent/guardian is required to submit a permission letter. All permission letters must be sent in with the entry.
- 10. Entries will be judged according to:
 - Originality & Rendition (30%)
 - Technical Skill (20%)
 - Composition & Picture Impact (20%)
 - Creativity (30%)

SPECIFIC TERMS FOR 'VIDEOGRAPHY' CATEGORY:

- 1. Open to individual students or group (max. of 3), where the team leader will list the names of the team members and their role in the production. (director, producer, etc.)
- 2. We encourage students to be original and creative in their entries, yet informative. The video can be staged as Short film. Animation is accepted to be produced, as long as the videos revolve around positive values related to the theme.
- 3. Videos are limited to a minimum of 3 minutes and maximum of 8 minutes and must have been solely edited by the individual or group. In addition, the students producing a video must all be from the same university/college.
- **4.** The video needs to be uploaded onto [googledrive, onedrive, sendspace, wetransfer or any other private platform] and submitted the link through online submission for the competition to avoid plagiarism from other parties
- 5. The file name should be renamed as follows: *I person representative name only* FULLNAMEOFPARTICIPANT_MOVIETITLE.mp4
- **6.** Please ensure the movie title provided as the file name should be the same as the movie title displayed in the Video.
- 7. No professional assistance is allowed to produce this video in any manner.
- 8. Students must use original scoring or royalty-free music to avoid any copyright infringements.



- 9. All copyrighted sources such as Music, clips must be acknowledged in the credits at the end of the video. All references (website) used must be listed in a file (Words doc) and upload it during the submission. Students are responsible to provide their own equipment (in most cases, to borrow the university / college's equipment in their personal capacity) to produce this video. They should handle permits and other related matter. Also, students will be responsible for all waivers for all talents they will use and permits in the locations they will be shooting. Petron Corporation is not liable for any untoward incident or legal dispute.
- 10. All videos must not have been shown in any medium or any online site to avoid plagiarism from other participants. Video resolution must either be 1920 x 1080 or 1280 x 720 and must be in wmv or mp4 format.
- **11.** If a subject appearing in the video is under the age of **18**, a parent/guardian is required to submit a permission letter. All permission letters can be uploaded during the submission process.
- 12. The video shall not use improper or appear provoking sensitivity of certain groups/community words in either script or acts where Vision Petron also encourages responsible and quality arts. Any abuse of the said matter in material submitted will be rejected.
- **13.** Non-disclosure of sources could result in disqualification. Petron Corporation will retain ownership of all copies submitted. It is the entrants' responsibility to keep the original copy of the work. Original copies will also be Petron Corporation's property once submitted.
- 14. Entries will be judged according to:
 - Originality & Rendition (30%)
 - Technical Skill (20%)
 - Composition or Video Impact (20%)
 - Creativity (30%)

SPECIFIC TERMS FOR 'MUSIC COMPOSITION' CATEGORY:

- 1. Open to individual students or group of maximum 3 persons, where the team leader will list the names of the team members and their role (composer/lyricist, arranger, etc.)
- 2. Participants in a team must be from the same university/college.
- **3.** Each entry must be an original composition of the contestant/s and all rights of copyright to the entry must be owned exclusively by the participant/s.
- 4. The following compositions shall not be eligible as entries:
 - a. Have been previously published, released or recorded in Malaysia or abroad;
 - b. Have been commissioned by a third party;



- c. Have been performed in any occasion;
- 5. The composition of both music and lyric must be neatly and precisely drafted on a manuscript softcopy saved in PDF format, in such a manner that any trained musician could perform the composition.
- **6.** Before submission, all electronically generated manuscripts (finale, sibelius, etc.) must be proofread to ensure proper quantization in the final print generated composition.
- 7. The equipment used to produce the composition shall either belong to the participants, rentals or University/College. Petron Corporation will not incur any cost production of the music composition.
- 8. The lyrics must be according to the theme and is open to all languages with translated transcript to English or Malay. Also, the lyrics shall not use improper words or appear provoking sensitivity of certain groups/community where Vision Petron encourages responsible and quality arts. Any abuse of the said matter in material submitted will be rejected.
- **9.** The participant/s must download the music composition in MP4 version and PDF format manuscripts of the composition in the Vision Petron website.
- 10. The file name should be renamed as follows: *I person representative name only* FULLNAMEOFPARTICIPANT_SONGTITLE.mp4
- 11. Please ensure the song title provided as the file name should be the same as the song title played in the audio file.
- 12. The duration of the music should not exceed 5 minutes and shall be longer than 3 minutes.
- 13. Non-disclosure of sources could result in disqualification. Petron Corporation will retain ownership of all copies submitted. It is the entrants' responsibility to keep the original copy of the work. Original copies will also be Petron Corporation's property once submitted.
- 14. Entries will be judged by the following criteria:
 - o Originality & Creative sense (20%)
 - o Lyrics (30%)
 - o Melody (30%)
 - o Musical Arrangement (20%)

ANNOUNCEMENT OF RESULTS

The artworks will be judged by a panel of local and/or overseas artists/art connoisseurs/art critics/curators or other creative professionals appointed at the absolute discretion of Petron Corporation. The decision of the judges is final and conclusive. No correspondence will be entered into on this subject before, during, and/or after the Competition.



- 1. Petron Corporation reserves the right not to award any of the stipulated prizes should artwork fail, in the judges' opinion, to meet the required standards.
- 2. The winners will be selected by a panel of appointed judges and will be notified through telephone, e-mail and/or SMS on or before 6pm, 17th August 2018 (Friday). The judges' decisions are final and no appeal or correspondence will be entertained.
- All awards will be presented to all winners (Top 20 Winners) for each category at an award ceremony in Kuala Lumpur and the winners will be notified on the venue, date and time via phone calls by 17th August 2018 (Friday).
- **4.** Awards, certificates and prizes must be collected during the awards ceremony only and any plead of failure to collect the awards, certificates and prizes will not be entertained. Winners are allowed to send representatives to collect the awards, certificates and prizes with an endorsed consent letter by the winners.

RETURN OF ARTWORK

1. The participants' artworks (Art Painting) will be returned to your university latest by 1st October 2018 (Monday).

DISCLOSURE AND USE OF PERSONAL DATA

By submitting an entry to Petron Corporation, the participants consent to Petron Corporation for disclosing the Personal Data and photographs of the participants for:

- I. Publishing in any mass media or marketing materials for advertising or publicity purposes; and any other purpose in relation to the Competition which is considered by Petron Corporation to be in Petron's interest, or the interest of any members of Petron's (collectively "the Group"), in any manner as and when Petron Corporation deems necessary without further notice to the participants and/or the award winners.
- 2. The participants agree and giving consent to Petron's branches, agencies, representative offices, affiliated, associated or related corporations, and their respective officers, servants or agents, whether situated in or out of Malaysia and the Group are permitted to process all the Personal Data submitted by the participants. The term "process" shall include but is not limited to, collecting, recording, holding, storing, using and/or disclosing.
- "Personal Data" may include, but is not limited to, the participants' name, identity card number, address, email address, phone number, gender and other relevant information provided by the participants during or after the Competition.
- 4. The purpose for which Petron Corporation collect the Personal Data ("Purpose") includes the following:
 - a. To establish the participants' and/or the award winners' identity and background; For communications with the participants and/or the award winners on any matters pertaining to the



- b. Competition, including but not limited to queries on the entry form details on the award ceremony and notification to the winners on the awards and prizes;
- c. To contact the participants and/or the award winners to discuss any future exhibitions, publicity events related to their artworks and other art events;
- d. To create a Petron's Art Initiative alumni mailing list to update alumni members on activities relating to any future similar campaigns or competitions;
- e. To meet the disclosure requirements of any law binding on Petron Corporation;
- f. For any other purpose that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities.
- g. The participants' Personal Data will be collected from the information the participants have provided to Petron Corporation in the entry form and any other documents provided in relation to the Competition.
- 5. The participants need to provide Petron Corporation with the Personal Data which is requested by Petron Corporation, failing which Petron Corporation may refuse to accept the participants' registration/entry in the Competition.
- 6. The participants and/or the award winners agree and consent that Petron Corporation may transfer their Personal Data outside of Malaysia. All Personal Data held by Petron's and the Group will be accorded with reasonable level of protection against any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or deletion.
- 7. Petron Corporation agrees to take reasonable steps and measures to secure the safety of the Personal Data collected from the participants.
- 8. Petron Corporation agrees the Personal Data collected from the participants shall not be kept longer than is necessary for the fulfilment of the purposes stated in this Terms and Conditions.
- 9. In the event the participants wish to update, correct or want to know what kind of Personal Data have been collected by Petron Corporation, the participants can contact Vision Petron Secretariat at this number +603 5870 2236 (Penny) or e-mail to visionpetron@crystaledge.net for further enquiry.
- 10. If any participant at any time want to know or correct his/her Personal Data that has been stored by Petron Corporation or want to withdraw the consent given by them under this Terms and Conditions, the participant can contact Vision Petron Secretariat at +603 – 5870 2236 for further action.

Vision Petron Secretariat details:

Crystal Edge Sdn Bhd,

Unit 7-2B, Level 2, Tower 7, UOA Business Park, No.1 Jalan Pengaturcara U1/51A, Syeksyen U1, 40150 Shah Alam, Selangor Darul Ehsan

Contact Person: Penny, +603 – 5870 2236 during office hours (i.e. 9am – 6pm) from Monday to Friday, excluding Public Holidays.