



Terms and Conditions of the TikTok Surf's Up at UiTM #ThinkTwice UGC Contest

These are the terms and conditions ("**Terms**") of the Surf's Up at UiTM UGC Contest (the "**Campaign**") organised by TikTok Pte. Ltd. These Terms form a binding legal agreement between TikTok or one of its affiliates (collectively such entities will be referred to as "**TikTok**", "**we**" or "**us**") and you. By participating in this Campaign, you ("**Participant**") warrant that you meet the eligibility requirements set out below and agree to abide by these Terms, including any subsequent revisions or amendments made from time to time, as well as to our [Privacy Policy](#), [Terms of Service](#), [Community Guidelines](#) and other policies on the applications owned or controlled by us, including, without limitation, the TikTok mobile application ("**TikTok Platform**").

Please read these Terms carefully before participating in the Campaign. If you do not agree to these Terms, please do not participate in the Campaign. We reserve the right to change any term hereunder or cease the Campaign at any time without prior notification to the Participant.

1. When is the Campaign Period?

The Campaign will begin at 11:00am on 7th November 2024 and ends at 11:59pm on 14th November 2024 ("**Campaign Period**") in Malaysia. All times listed are in Kuala Lumpur time zone (GMT+8).

2. Who is Eligible to Enter?

The Campaign is open to TikTok users **who are current students at UiTM** (the "**Territory**"). Any Participant who is under the age of 18 must obtain permission from their parent or legal guardian before participating in the Campaign. **We will not accept entries from any user aged under 16.** Officers, directors, employees, agents, contractors and sponsors of TikTok, and its parent company, subsidiaries and affiliated companies (collectively, "**Affiliates**") are not eligible to participate in this Campaign. We reserve the right to refuse an entry from any person, at our sole and absolute discretion. You are responsible for ensuring that you are legally eligible to participate in this Campaign under Malaysian law. We reserve the right to disqualify you at any time, if, in our sole and absolute discretion, we believe that you have contravened any of these Terms or if you will or could bring us or our partners into disrepute.

3. How to Join?

Sign the Pledge, Create Content

1. Step 1: Sign the #ThinkTwice Pledge. The link will be made available via QR code during the Surf's Up event, and at the MassComm Square booth. Participants will be required to share their name, course and TikTok handle for contest eligibility purposes.
2. Step 2: Post a video relating to the Surf's Up and ThinkTwice campaign. The content should raise awareness about digital literacy and the event through fun and creative videos.
3. Participants must upload their Video(s) on their account on TikTok Platform and such contents must meet the following conditions (each, a "**Video**"):
 - Video consists of content that is related to the Surf's Up event and/or #ThinkTwice campaign.
 - Caption on a Video must contain the following hashtags:
 - i. #ThinkTwice, #MyContentForum, #CMyPathInspiration, #ThinkTwiceCMP
 - Video has a minimum of 10 seconds duration;
 - Participants must only use sounds which rights have been cleared by TikTok;
 - Video must be submitted during Campaign Period;
 - Video shall comply with TikTok's [Community Guidelines](#) and we reserve the right to remove any Video or to take any other action against any Video that does not meet our Community Guidelines;
 - Privacy settings of the Video must be set to "public" so Video is publicly accessible; and
 - Video is original and has not been previously published.
 - Participant acknowledges and agrees that their Video(s) will be publicly available, available for public comments, and that comments or ratings that the Participant disagrees with or is unhappy about may be published or otherwise become associated with the Video(s).
 - Participant represents and warrants that (i) he/she possesses the exclusive rights to use and communicate his/her Videos and (ii) his/her Videos do not infringe the intellectual property, privacy, publicity or other rights or interest of any third party or result in any other liability.
 - For Participants with the same score, the first Participant that reaches that score will be ranked higher.

4. What Prize(s) Can I Redeem?



a. Winners will be judged in three categories: **Most Entertaining Video, Most Informative Video, and Most Viewed Video**. The judging panel comprises of TikTok Creators who are a part of the Surf's Up at UiTM event, with each winner chosen from each category being given an opportunity to **intern at KL Foodie**.

5. How to redeem the Campaign Prizes?

Winners will be notified by UiTM's Mass Communications student committee , latest by 22 November 2024.

TikTok reserves the right to refuse to send a Prize to a Winner if the Winner does not comply with these Terms and Conditions.

Prizes are not transferable. Prizes are not redeemable, exchangeable, replaceable or refundable for cash or credit. Prizes are provided on an “as-is” basis. TikTok does not undertake any responsibility or obligation to ensure that any Prizes will be delivered to any Winners. TikTok disclaims all warranties and representations of any kind, express or implied, including without limitation any warranty or representation of usability, satisfactory quality, merchantability or fitness for a particular purpose of the Prizes, that any claims made by the manufacturers, distributors and/or service providers of the Prizes are accurate, that the Prizes will meet the Winners' requirements, or that any Prizes shall be delivered or transferred to the Winners.

Prizes may be subject to additional terms and conditions, and Winners agree to comply with all the terms and conditions applicable to the Prizes.

Any taxes applicable to the Prizes shall be borne by the Winners.

6. Intellectual Property Rights:

By participating in this Campaign, you agree that you shall retain ownership of your pre-existing underlying intellectual property in your entry, materials and information subject to our rights below. You agree that you shall grant us a non-exclusive, worldwide, fully paid, royalty-free, transferable license, for the maximum duration of intellectual property rights afforded under applicable law, to reprint, display, reproduce, perform, use, and exhibit (including the right to make derivative works of) your entry, materials and information submitted on and in connection with this Campaign or your use or receipt of any prize for any and all purposes in any medium.

Each Participant further consents and agrees that TikTok can publish, promote, copy, reproduce, transmit, display, edit, adapt, modify, create derivative works of and/or otherwise distribute or use the Participants' particulars (including any publicly available TikTok or Facebook or Instagram profile photo and details) and/or the Videos (or any part thereof): (i) in connection with, or for the promotion of, this Campaign; (ii) in any manner, format or media, in any part of the world, including without limitation on online



platforms such as TikTok, Facebook, YouTube, Twitter and Instagram; (iii) at TikTok's sole direction, including for any promotional or marketing purposes of TikTok and other commercial purposes; and (iv) royalty-free and without any obligation of attribution or consent. Each Participant irrevocably grants to TikTok all consents and waivers necessary in connection with the above, without further compensation to the Participant.

You warrant that your entry and other materials and information provided by you are original and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity, moral rights or other intellectual property or other rights of any person or entity, and further do not violate any rules or regulations. If your entry features any content which is subject to the rights of a third party, you shall be solely responsible for obtaining, prior to submission of the entry, clear and unambiguous written consent from each person or entity featured or identifiable in the aforementioned entry. You agree that we have the right to verify the ownership and originality of all entries at any time. Failure to provide proof of such written consent upon our request shall disqualify your entry for this Campaign.

You acknowledge and agree that all videos created and uploaded on the TikTok Platform in connection with this Campaign will remain accessible via the TikTok Platform for the duration of the Campaign, and after the Campaign, and that none of TikTok, or its Affiliates shall have any liability for a user's and/or any third-party's retention, use or distribution of any such videos after the end of this Campaign.

7. Limitations of liability:

To the fullest extent permitted by law, we will not assume any responsibility or liability for (i) any inaccessibility or unavailability of the internet or TikTok Platform; (ii) any technical difficulties or equipment malfunction (whether or not under TikTok's control); (iii) any theft, unauthorised access or third party interference; (iv) any Video or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by TikTok) due to any reason beyond the reasonable control of TikTok; (v) any variation in prize value to that stated in these Terms; (vi) any tax liability incurred by a Winner or Participant; or (vii) use of a prize.

We do not exclude or limit our liability for personal injury or death caused by our gross negligence or fraudulent misrepresentation or any other liability that may not, by law, be limited or excluded.

TikTok and all of our Affiliates, including our employees, directors, officers, agents, contractors and sponsors, to the fullest extent permitted by law, assume no liability whatsoever in relation to your participation (or inability to participate) in this Campaign, for any direct or indirect damage, loss, or any injury suffered by any entrant participating, or as a result of accepting and/or use of any prize, or the use or disclosure of your provided information. Without prejudice to that general exclusion, we will not be liable for any loss of income, profits, sales or damage to reputation incurred by you.



To the maximum extent permitted by applicable laws, each Participant agrees to indemnify and hold TikTok harmless from and against any and all claims, damages, liabilities, costs and expenses (including legal costs on an indemnity basis) arising from the alleged or actual infringement of any third party copyright, patent, trademark or other intellectual property rights, or other rights, any breach of these Terms and/or arising out of or in connection with the Campaign.

8. Warnings and Consents

TikTok does not encourage the performance of any acts that cause or are likely to cause injuries, or any reckless, dangerous, or violent acts. Any entries depicting such acts shall be disqualified at our sole and absolute discretion. Please do not spam the hashtags.

All entries must comply with our [Community Guidelines](#) and the laws of Malaysia. TikTok reserves the right to remove any entry and/or disqualify any Participant who does not comply.

9. General:

The time and date of submission for each Video is calculated using the time/date stamp applied to the Video on the TikTok Platform. Any complaints on missing or delayed submissions will not be considered.

Participants are responsible for any and all expenses incurred in entering or participating in the Campaign. Participants will not be reimbursed for any expenses incurred in participating in the Campaign.

If there is any interference with the Campaign in any way, or if it is not possible to conduct the Campaign as TikTok reasonably anticipated, TikTok reserves the right, at its sole discretion, to disqualify any Participant or Video, or to modify, suspend, terminate or cancel the Campaign, as appropriate.

In the event of any dispute arising from the Campaign, or relating to the interpretation of these Terms and Conditions, TikTok's decision shall be final and binding on all parties.

This Campaign does not involve any form of luck or auctions and is based on objective award criteria. Other than as expressly set out in these Terms, TikTok does not make any promises or commitments about the Campaign or Platform, such as the specific function of the Campaign, or its reliability, availability, or ability to meet your needs. The Platform is provided "as is". To the extent permitted by law, TikTok excludes all warranties, express, statutory or implied. TikTok expressly disclaims the warranty of noninfringement.

Participant shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, any of its rights or



obligations under these Terms without TikTok's prior written consent. TikTok may assign these Terms or any of its rights or obligations under these Terms without prior consent of Participant.

These Terms shall be interpreted and construed according to the laws of Malaysia and any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**"). Such arbitration shall be conducted in accordance with the rules of the SIAC for the time being in force ("**Rules**"), which rules are deemed to be incorporated by reference into these Terms.

For questions related to the Campaign, please submit a report using our Report form on the Platform with the subject Surf's Up at UiTM 2024.

You confirm that all personal information submitted by you in connection with this Campaign is true and accurate.

We reserve the right to cancel this Campaign or amend these Terms of this Campaign at our sole discretion, at any time.

If any of these clauses are found to be illegal, invalid or otherwise unenforceable then they shall be deleted from these Terms and the remaining clauses shall survive and remain in full force and effect.

To the fullest extent permitted by law, we will not be liable for any failure to perform or delay in performing our obligations under these Terms if an act, omission, event or circumstance occurs which is beyond our reasonable control.

10. Privacy

By participating in the Campaign, each Participant agrees to receive electronic communications from TikTok (such as via email or direct message).

TikTok may collect Winner's personal information in order to process the Prizes' disbursement in accordance with TikTok's Privacy Policy.

If Winners are not willing to provide their personal information, then TikTok will not be able to disburse the prize. By choosing to not provide the personal data, a Winner acknowledges that he/she will not receive any prize from this Campaign and will release and discharge TikTok from any obligations in relation to it, and undertake to not submit any claim to TikTok with respect to any matter related to this Campaign.

11. Promotional Activities

Each Participant agrees (i) to take part in any and all marketing, promotional, publicity requests from TikTok with respect to the Campaign; (ii) that TikTok may use the



Participant's name, voice, photograph, likeness or other personal identifiable information in any media for the promotion and publicity of this Campaign; (iii) to grant TikTok all consents and waivers necessary, including but not limited to promotional photographs, audio and/ or video recordings of the Participant, for TikTok to run and promote the Campaign.

Participants shall not, without the prior written approval of TikTok, speak to the press or any other media, or give any interviews or comments relating to the Campaign and/ or TikTok.