

CE Contest II Term & Conditions

1. **DESCRIPTION:** The CE Design Contest II is designed to motivate and reward Participants who creative and original developments for the CE platform toy, CE toy package and CE T-shirt in a product set. Prizes will be awarded to those Participants who submit the best Entries as determined in the sole discretion of the Judges. No purchase necessary to enter or win.
2. **SPONSOR:** The Challenge is sponsored by Expertise Partner International CO., LTD., (EPI) and other partners.
3. **BINDING AGREEMENT:** In order to enter the Challenge, you must agree to these Terms and Conditions ("Terms"). Therefore, please read these Terms prior to entry to ensure you understand and agree. After reading the Terms and in order to participate, each Participant must click the "I understand and agree" box (or the equivalent) on the Challenge entry application. Once the Participant clicks the "I understand and agree" box (or the equivalent), the Terms form a binding legal agreement between each Participant and EPI with respect to the Challenge and each submission made by the Participant. Participants may not submit an entry to the Challenge and are not eligible to receive the Prizes described in these Terms unless they agree to these Terms. Where EPI has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with EPI. If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.
4. **ELIGIBILITY:** The Challenge is open to individuals. Each individual and each entity is referred to as a "Participant" in these Terms) worldwide, who have agreed to these Terms is not eligible to participate in the Challenge. EPI reserves the right to verify eligibility and to adjudicate on any dispute at any time.
5. **CHALLENGE TIMELINE:** All Entries must be submitted before the end of the Submission Period. The Submission Period ends on January 22, 2012.
 - a. First Round for the 100 finalists judging will be open until January 28, 2012 at the latest.
 - b. Second Round for the 10 finalists judging will be open until January 30, 2012.
 - c. Third Round for the Final Battle judging will be open during March 23 -25, 2011
 - d. Prizes will be awarded only after the Third Round Judging as set forth in these Terms.
6. **REGISTRATION:** All Participants must provide certain registration information when submitting an Entry, including but not limited to full name, mailing address, and working email address ("Registration Information"). Entries will be deemed made by the authorized account holder of the email address submitted at the time of entry, and any potential Prize recipient may be required to show proof of being the authorized account holder for that email address. The "authorized account holder" is the natural person assigned to an email address by the relevant provider of email services. Individuals and teams of individuals must provide the Registration Information for each and every individual involved with the Entry. All Participants awarded Prizes must verify their identity with EPI before any Prizes are distributed

7. SUBMISSION PERIOD: a. SUBMISSION OF ENTRIES: To qualify for a Prize, an "Entry" to the Challenge consists of an original application with three original designs in Illustrated or Photoshop files with any techniques may submit an Entry by visiting the CE Planet site or related site such as Face Book: CE Planet or another partners, providing the Registration Information, and uploading their Entry by following the directions found on the website any time before the end of the Submission Period. However, EPI is not responsible for any claims or disputes between one Participant and any other Participant regarding the ownership of the Entry or the content within the Entry. EPI may disqualify any Participant without recourse and in its sole discretion, if any such claim or dispute arises. A Participant may submit more than one Entry.
8. FIRST ROUND JUDGING: After the Submission Period ends, all eligible Entries will be judged by the Judges Panel. Entries will be randomly distributed to the Judge Panel and each Judge Panel may review every entries. Ratings submitted by the Judge Panel are final and binding.
- a. QUALIFICATION: For First Round Judging, the Judge Panel will consider each Entry under the following equally-weighted judging criteria:
- i. Uniqueness of Concept: Does the design set introduce a great unique idea
 - ii. Effective Use of the CE Platform Toy: Does the design set take advantage of CE Platform Toy's unique and compelling features, such as its rotation head and changeable helmet?
 - iii. Understanding and Appeal--Is the design set easy to understand and aesthetically appealing?
 - iv. Possibility to be a Commercialize Product: Is the design set possible to produce a real product, such as the printed color by manufacturer on the toy, or some special additional attachment on the toy body.

Using these criteria, the Judge Panel will evaluate each Entry and give it a score of one (1) to fifty (100) on participants' entries.

The one hundred (100) Entries with the highest scores will be determined to be "Qualifying Entries" to use their design set for an Exhibition at the CE Contest Final Battle Forum, and will advance to the Second Round. If all Entries does not contain at least 100 Entries, all Entries in that category will advance to the Second Round. In the case of a tie, the judges Panel will determine the Entries, from among those that are tied, that will advance to the Second Round.

9. SECOND ROUND JUDGING:

- a. ENTRIES: Second Round Judging is only for entries selected as Qualifying Entries in the First Round Judging. The same design set submitted by these Participants for the First Round will be distributed for judging in the Second Round. There is no opportunity to improve or modify an application between the First and Second Rounds of Judging.
- b. JUDGING: All Qualifying Entries for the Second Round Judging will be judged by the Judge Panel, EPI and all partners to be The Panel of Judges.
- c. SELECTION: The final score for each Qualifying Entry will be based on the scores returned by the Panel of Judges.
- d. * Within each category (Thailand and International), the five Qualifying Entries with the highest composite scores will be designated the First, Second, Third, Fourth, and the Fifth Place Entries for that both category and the Participants responsible for these Entries will receive the Opportunity to join the CE Contest Final Battle described below, In the case of a tie within a category, The Panel of Judges review the Qualifying Entries and determine which Entry or Entries from among those that are tied will be designated the First, Second, Third, Fourth, or Fifth Place Entry for that both categories.
- e. * The Fifth Qualifying Entries from both categories with the highest composite scores across will be designated to join the CE Contest Final Battle in Bangkok, Thailand.

10. THIRD ROUND (THE FINAL BATTLE) JUDGING:

- a. ENTRIES: Third Round Judging is only for entries from 5 Qualifying Participants Team (5 Thailand + 5 International) in the Final Battle Round Judging. The new design set submitted by these Participants for the Live Final Battle will be distributed for judging in the Third Round.
- b. JUDGING: All design set Entries from all five teams will be judged by the Judge Panel, EPI and all partners to be The Panel of Judges.
- c. SELECTION: The final score for each team's design set will be based on the scores returned by the Panel of Judges.

11. PRIZES:

- a. First round prize: Each Participant responsible for the 100 Finalists will receive one special edition "100 finalists" CE Toy as a prize. All Prizes are contingent on Participant's compliance with these Terms.
- b. Second round prize: Each International Participant responsible for the 5 International Finalists will receive a free round trip flight ticket from their countries to Bangkok, Thailand and 4 night accommodation free at Bangkok downtown hotel; for the 5 Thailand Finalists will receive a prize of 10,000 THB (ten thousand Thai Baht). All Prizes are contingent on Participant's compliance with these Terms.
- c. Third round: The Final Battle: The Participant team responsible for the Overall First Place Entry will receive an additional prize of 100,000 THB (one hundred thousand Thai Baht). All Prizes are contingent on Participant's compliance with these Terms.

- d. DISTRIBUTION OF PRIZES:
- i. First Round: EPI will send out the CE Toy to the 100 finalist participants' ' submission email in their application only. EPI is not responsible for any lost or damage by the mail service.
 - ii. Second Round: The 5 International Finalists will receive notice about the complimentary package via their email; the 5 Thai Finalists will receive their prizes after the Final Battle finished.
 - iii. Third Round: EPI will award the Grand Prize to the winner team at the end of the Final Battle.
 - iv. Failure to comply with these requirements will mean that the team or Business Entity has forfeited the applicable Prize and EPI may, in its sole discretion, select an alternative Participant to receive the Prize.
- e. TAXES: PAYMENTS TO POTENTIAL PRIZE RECIPIENTS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO EPI ALL DOCUMENTATION REQUESTED BY EPI TO PERMIT IT TO COMPLY WITH ALL APPLICABLE THAILAND, LOCAL AND FOREIGN (INCLUDING PROVINCIAL) TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL GRANTS WILL BE NET OF ANY TAXES EPI IS REQUIRED TO WITHHOLD. ALL TAXES IMPOSED ON THE PRIZE, OTHER THAN THOSE EPI IS REQUIRED TO WITHHOLD, ARE THE SOLE RESPONSIBILITY OF THE PRIZE RECIPIENT.
- f. In order to receive a prize, potential prize recipients must submit the tax documentation requested by EPI or otherwise required by applicable law, to EPI or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential prize recipient's country of residence. The potential prize recipient is responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a potential prize recipient fails to provide such documentation or comply with such laws, the prize may be forfeited and EPI may, in its sole discretion, select an alternative potential prize recipient.
- g. RELEASE: All Participants who are selected to receive a Prize will be required to agree to the terms of an Affidavit of Eligibility, Liability and Publicity Release, and/or other documents prior to receiving the Qualifying Grant, must agree to the terms of these agreements and must identify the individual that is to receive the Prize. Failure to comply with this requirement or to submit any of these documents within the time period specified within the documents may mean that the Participant have forfeited the applicable Prize and EPI may, in its sole discretion, select an alternative Participant to receive the Prize.

12. **GENERAL CONDITIONS:** Prizes are awarded without warranty of any kind from EPI, express or implied, without limitation, except where this would be contrary to federal, state, provincial, or local laws or regulations. All federal, state, provincial and local laws and regulations apply. Submission of Entry into this Challenge deems that Participants agree to be bound by these Terms and by the decisions of EPI and the Judge Committee, and all partners, which are final and binding on all matters pertaining to this Challenge. Under no circumstances shall the submission of an Entry in the Challenge, the awarding of a Prize, or anything in these Terms be construed as an offer or contract of employment with EPI. Failure to respond to notification of potential award of a Prize may result in disqualification and selection of an alternate Prize recipient. A Participant may be prohibited from participating in this Challenge if, in EPI's sole discretion, it reasonably believes that the Participant has attempted to undermine the legitimate operation of the Challenge by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other Participants, EPI, the Judge Committee, and all the partners.
13. You acknowledge and understand that EPI and/or partners of the project may independently use or develop the design set that may be similar to or identical to your Entry in terms of design, theme, idea, function, or in other respects. You agree that you will not be entitled to any rights in, or compensation in connection with, any such similar or identical design and/or ideas. You acknowledge that you have submitted your Entry voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and EPI and that no such relationship is established by your submission of an Entry to EPI under these Terms. You acknowledge that Entries may be subject to Thailand laws, regardless of location or nationality. You agree to comply with all applicable intellectual property and export controls, including, but not limited to, the Thailand Department of Intellectual Property and Export Administration Regulations, sanctions programs administered by Thailand Treasury Department's Office of Foreign Assets Control, and any export laws applicable in your country of residence. You warrant that all of your Entries are authorized for export from Thailand under these laws.
14. **INTELLECTUAL PROPERTY RIGHTS:** As between EPI and the Participant, the Participant retains ownership of all intellectual and industrial property rights in and to the Entry that Participant had before submission, including the right to distribute the application commercially. As a condition of entry, Participant grants EPI a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, publicly perform, publicly display and create a derivative work from, any Entry that Participant submits to this Challenge for the purposes of allowing EPI to use and evaluate the Entry for purposes of the Challenge, and other requirements of the Challenge including distribution of the Entry to the Judge Committee, and to advertise, display, exhibit, or otherwise promote the Contest, CE Platform Toy and related products. Participant specifically agrees that EPI shall have the right to use, reproduce, publicly perform, and publicly display the Entry in connection with the advertising and promotion of the CE Platform Toy via communication to the public or other groups, including, but not limited to the right to make screenshots, animations and video clips available for promotional purposes. Participant also grants to all the Project partners a limited, non-exclusive, and worldwide license to perform, display, and use the Entry as an commercialize. Participant may not charge a fee for the usage of an Entry by EPI and the Project Partners.

15. **PRIVACY AND PUBLICITY:** Participants agree that personal data entered during the registration, including name, mailing address, phone number, and email address may be processed, stored, and otherwise used for the purposes and within the context of the Challenge. This data will be maintained in accordance with the EPI Privacy Policy. This data will also be transferred into Thailand. By entering, Participants expressly agree to the transmission, processing, and storage of this personal data in Thailand. By accepting a prize, participant agrees and consents to EPI and its agencies use of entrant's name and/or likeness to name the entrant for a reasonable time after completion of the Challenge in promotional and advertising material of EPI (or its agents) as a winner of the Challenge without additional compensation, unless prohibited by law. Participants also understand this data may be used by EPI in order to verify a Participant's identity, postal address, telephone number, and eligibility to receive a Prize in the event a Participant is chosen to potentially receive a Prize. Participants have the right to access, review, rectify or cancel any personal data held by EPI in connection with the Challenge by writing to EPI at the address listed above. If a Participant does not provide the data required at registration, that Participant's Entry will be ineligible.

For residents of the European Union: Pursuant to EU law pertaining to data collection and processing, you are informed that:

- * The data controller is EPI and the data recipients are EPI and its agents;
- * Your data is collected for purposes of administration of the Challenge;
- * You have a right of access to and withdrawal of your personal data. You also have a right of opposition to the data collection, under certain circumstances.

16. **WARRANTY AND INDEMNITY:** All Participants warrant that their Entries are original and that they are the sole and exclusive owner and rights holder of the submitted Entries and all included content, that no third parties will make any challenges or claims as to ownership or fraud, and that they have the right to submit the Entries in the Challenge and grant all required licenses. Each Participant warrants that the Participant has not submitted any Entry that (1) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations; or (2) otherwise violates applicable Thailand law or the law of the Participant's country of residence.

To the maximum extent permitted by law, each Participant indemnifies and agrees to keep indemnified EPI at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Participant agrees to defend, indemnify and hold harmless EPI, and the Judge Panel, and all the project partners and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) any material uploaded or otherwise provided by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the Participant in connection with the Challenge; (c) any non-compliance by the Participant with these Terms; and (d) claims brought by persons or entities other than the parties to these Terms arising from or related to the Participant's involvement with the Challenge. To the extent permitted by law, Participant agrees to hold EPI, its respective directors, officers, employees and assigns harmless for any injury or damage caused or claimed to be caused by participation in the Challenge and/or use or acceptance of any Prize, except to the extent that any death or personal injury is caused by the negligence of EPI.

17. ELIMINATION: Any false information provided within the context of the Challenge by any Participant including information concerning identity, mailing address, telephone number, email address, or ownership of right or non-compliance with these Terms, or the like may result in the immediate elimination of the Participant from the Challenge. EPI further reserves the right to disqualify any Entry that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party, otherwise does not comply with these Terms, or violates Thailand. or applicable local law in Participant's country of residence
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18. WINNER'S LIST: You may get noticed for a list of winners via www.ceplanet.net and Face Book : CEPlanet and other media partners' website:
 - All term & Conditions may change with noticed via www.ceplanet.net or direct email to every participants