

PERFECT MATCH ON MYX: DATE WITH YUKII  
COMPETITION TERMS AND CONDITIONS

**Important: Please read these Official Rules (the “Rules”) before participating in this Competition. By participating in this Competition, you agree to be bound by the Rules and represent that you satisfy all of the eligibility requirements below.**

**OFFICIAL RULES - NO PURCHASE NECESSARY TO JOIN. OPEN ONLY TO ENTRANTS WHO ARE OF LEGAL AGE ON THE DATE OF POSTING THE ENTRY. THE CHALLENGE ENTRIES OF THE TOP 100 WILL ONLY BE ACCEPTED THRU THE KUMU APP. BY PARTICIPATING, EACH CONTESTANT UNCONDITIONALLY ACCEPTS AND AGREES TO COMPLY WITH AND ABIDE BY THE RULES LOCATED IN THE COMPETITION PAGE IN THE KUMU APP AND THE DECISIONS OF CREATIVE PROGRAMS, INC. (“CPI”), WHICH SHALL BE FINAL AND BINDING IN ALL RESPECTS.**

1. **Description of Competition:** Meeting people is a good start in finding your match. In collaboration with top social app, kumu, MYX Philippines plays match-maker and cheerleader for you to find THE ONE in this new dating show. MYX also gives Kumu App users the chance to win a virtual date with Yukii Takahashi! (the “**Competition**”).

2. **Eligibility and Agreement to Rules:** By participating, the Contestant understands and agrees to be fully and unconditionally bound by the Rules, the Release and Participant Agreement, and any other agreement or release in connection with the Competition, the terms of which are all hereby deemed repleaded and included as part of the Competition Terms and Conditions (the “**Terms and Conditions**”).

3. **How to Enter:**

- a) Participants must log on to the Kumu App, or for new users, download, install and register or sign up on, the Kumu App. Participants shall log in/sign up through their respective accounts on Facebook, Google, Apple, or SNS. Participants must also verify their name, user ID, email address and mobile number within the Kumu App
- b) Participants must do a livestream (as frequent as the qualified participant deems best within the period specified) on the Kumu App from June 11 (6:00 p.m.) to June 16, 2021 (10:00 p.m.) Manila Time On the kumu homepage, click on Karlito (the blue tarsier in the middle of your tab) and press the GO LIVE button

To do a livestream, go to the Kumu App homepage then click on Karlito (the blue tarsier in the middle of your tab) and press the GO LIVE button.

Participant must upload a cover photo (dimensions: 263px (w) x 404 px (h)). There is no specific theme required for the livestream. However, the livestream must not depict or promote any illegal, violent, dangerous or discriminatory behavior or contain any material that is threatening, indecent, violent, obscene or offensive and must abide the rules and regulations of Kumu which can be found here. Participant may also include his or her personal hashtag or any hashtag/s of Participant’s choice.

Participant may include other persons in Participant’s livestream; however, only Participant’s Kumu account shall be credited with the PERFECT MATCH ON MYX: DATE WITH YUKII virtual gifts.

Click the GO LIVE NOW button to start your livestream.

Strictly public video livestreams only. Livestreams set in private mode will be disqualified.

Public audio streams will not be counted on the leaderboard.

**Commented [GM1]:** This qualification is not indicated in the Promo Mechanics. If this is a requirement, please indicate in the qualifications under section 5 of the Promo Mechanics

**Commented [APQL2R1]:** Thanks for pointing this out Atty. We are open to any Kumu users regardless of nationality

- c) Participant must collect Karlito B Cupid and Dora Lovah virtual gifts from Kumu App users and livestream viewers. Only diamonds from these virtual gifts will be counted for this Campaign.

To buy and send a Karlito B Cupid virtual gift worth Five Hundred (500) coins and Dora Lovah virtual gift worth Two Thousand Five Hundred (2500) coins, a Kumu app user and live stream viewer must purchase coins through his or her Kumu App wallet or earn coins through various actions on the app such as referring friends and participating in some of the game shows on the Kumu App.

To purchase coins via kumu wallet: Go to your “profile” and select “my wallet.” Tap on “buy coins” and choose the desired amount of coins that you wish to purchase. Choose which payment option you want to use and proceed with the purchase.

- d) Have fun and check the leaderboard regularly to see if you’ve received Karlito B Cupid and Dora Lovah virtual gifts.

To check the leaderboard, just log on to kumu. Go to the Campaigns tab. Select the PERFECT MATCH ON MYX: DATE WITH YUKII campaign page and then click Leaderboard.

The top (1) user in the leaderboard with the most number of diamonds from the required Karlito B Cupid and Dora Lovah virtual gifts will be declared as the winner of the PERFECT MATCH ON MYX: Date with Yukii, will have a virtual date in one episode of MYX & Match with Yukii Takahashi. Winner will also receive Php 10,000-worth of gift certificates and an official merchandise from MYX.

The user in the top two to five (2-5) slots will each receive Php 5,000-worth of gift certificates and an official merchandise from MYX.

The user in the top six to eight (6-8) slots will each receive Php 3,000-worth of gift certificates and official merchandise from MYX.

Winners will be announced through MYX Philippines’ and kumu’s official Facebook, Instagram, and Twitter accounts.

4. Prizes.

The winners will win the following prize according to his/her ranking on the Leaderboard:

TIER	RANK	PRIZES	WINNERS
1	1st	Guest and have a virtual date during the episode in one MYX & Match Show with Yukii Takahashi	1
		Gift Certificate (10k)	1
		MYX Merchandise	1
2	2nd to 5th	Gift Certificate (5k each)	4
		MYX Merchandise	4
3	6th to 8th	Gift Certificate (3k each)	3
		MYX Merchandise	3

Commented [APQL3]:

Commented [GM4]:

Commented [APQL5]: Please indicate the virtual date prize if DTI says ok to use the term “virtual date”.

Commented [APQL6R5]: Reverting prize as to virtual date during the episode.

The top (1) user in the leaderboard with the most number of diamonds from the required Karlito B Cupid and Dora Lovah virtual gifts will be declared as the winner of the PERFECT MATCH ON MYX: Date with Yukii, will have a virtual date in one episode of MYX & Match with Yukii Takahashi. Winner will also receive Php 10,000-worth of gift certificate and an official merchandise from MYX.

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The user in the top six to eight (6-8) slots will each receive Php 3,000-worth of gift certificates and official merchandise from MYX.

In the event of a tie, the first Participant to have reached the winning slot shall be declared winner.

In the event that a winning Participant is disqualified, the Participant with the next ranking on the Leaderboard shall be declared winner.

Contestants are subject to verification. Winners must be strictly 18 years old and above. Tier 1 winner will be required to verify their eligibility including completing a Release and Participant's Agreement, which shall be accomplished, signed and returned upon qualifying as part of the top campaign winners who will be guesting on MYX's TV shows. The winners understand that non-execution of the Release and Participant's Agreement, and the Terms and Conditions, as well as, any and all other agreement or release in connection with the Competition shall be a ground for disqualification at the sole discretion of CPI.

The Contestant hereby makes all representations, warranties, disclosures, covenants and agreements described in the Terms and Conditions, the Release and Participant's Agreement, and/or any other agreement or release in connection with the Competition. The Contestant fully understands that any disclosure, representation or warranty, if found to be false or inaccurate, or if the Contestant breaches any covenant or agreement made in this agreement or any other agreement or release in connection with the Competition, shall be a ground for CPI to disqualify or remove the Contestant from the Competition and/or withhold from the Contestant any prize or money which the Contestant would otherwise have won; provided that, the Contestant shall return to CPI any prize or money which may have already been delivered; provided further that, CPI may, in its sole discretion, make any explanation, announcement, on-air or otherwise with regard to the same.

5. Warranties: In addition to the warranties described above and those made by the Contestant in the Release and Participant's Agreement, and in any and all other agreement or release in connection with the Competition:

- a. The Contestant understands and agrees that CPI and Kumu Technologies, Inc. ("kumu") does not support nor endorse any Entry and/or any other video submitted by the Contestant at any stage of the Competition and such Entry and/or any other video does not necessarily reflect the opinion or policies of CPI, kumu, nor of their employees, directors, shareholders, officers, agents, or representatives.
- b. The Contestant represents, confirms and warrants that s/he has secured the necessary consent of and authorization from any and all of the other performers or persons appearing or involved in any Entry and/or any other video to be uploaded in the kumu app or through other means, in connection with their appearance, performance and involvement therein, the recording, posting, submission, exhibition, airing, broadcast, display, pre-production, adaptation, modification, translation, publication, distribution and use of their performances, names, images and likeness for the Competition, and for and any and all programs, channels and platforms now existing or hereafter developed, of CPI, its parent, subsidiaries and affiliates, worldwide and in perpetuity.
- c. The submission of any Entry and/or any other video, in whole or in part, does not establish or create by any express or implied relationship between CPI or kumu, or their respective subsidiaries and affiliates and the Contestant including but not limited to any relationship of principal and agent.

- d. CPI will not return any Entry and/or any other video to the Contestant. Upon submission, any Entry and/or any other video will become the property of CPI (subject to rights reserved by kumu) and may in its sole discretion be discarded without notice to the Contestant or to anyone. CPI, and its parent company, subsidiaries and affiliates shall not be liable in any way if any Entry or a part of it is lost, misplaced, stolen or destroyed.
- e. The foregoing Terms and Conditions shall apply to any person/entity who makes any submission in relation to the Competition even if said submission does not qualify as an Entry.

6. Consent to Participate: The Contestant understands that CPI has the sole discretion to include segments within the Competition which may or may not be sponsored by third party advertisers and entities (the “**Segments**”). In connection with sponsored Segments, the Contestant will handle, use, mention, plug, appear beside, or otherwise promote and endorse the name, logo and tagline of the sponsor, its product, service or business. The Contestant agrees that s/he will not do any act or make any statement which would be disparaging, derogatory or otherwise harm or prejudice the sponsor, its product or service. The Contestant hereby warrants and represents that s/he is free to participate in such sponsored segments, that there are no legal, contractual or other restrictions against his/her participation or appearance in such sponsored segments, and that s/he will hold CPI free and harmless from any claim or demand made by any person or party arising from a breach of the foregoing representation. Except as specified in the foregoing, the Contestant shall not mention or plug any other commercial product, service, venture or thing on the Competition, including the name of his/her employer. The Contestant warrants that s/he is not, and that no one is acting on or his/her behalf, giving or receiving, nor is s/he or anyone acting on his/her behalf given or received, any monies or other valuable consideration (including a division of any prizes) in connection with his/her appearance in the Competition, and the Contestant has not authorized and will not authorize, and no one acting on his/her behalf has authorized or will authorize, anyone else to do so. The Contestant agrees that if anyone tries to induce him or her to make any such product mention or placement or to do any such act or accept any such money or consideration, s/he shall immediately notify CPI.

7. Terms & Conditions: CPI has the right, in its sole discretion, to maintain the integrity of the Competition. CPI may, in its sole discretion, update these Terms and Conditions as the need arises in furtherance of the Competition. Any attempt by the Contestant (or any person) to deliberately damage any website or undermine the legitimate operation of the Competition may be a violation of criminal and civil laws. Should such attempt be made, CPI reserves the right to seek damages to the fullest extent permitted by law.

8. Disputes: The Courts of Quezon City, Philippines shall have sole jurisdiction in relation to the terms and conditions of this Agreement which shall be interpreted according to the laws of the Philippines.

9. Separability Clause. If any provision of the Terms and Conditions is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder provisions shall continue in full force and effect. No waiver of any provision of the Terms and Conditions will be effective or enforceable unless recorded in a writing signed by the party waiving such right or requirement. Such a waiver shall not waive or affect any other portion of the Terms and Conditions.

10. Privacy Policy: Information submitted with an Entry is subject to the Privacy Policy of the Competition Page and on the Kumu App.

11. General. The Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of CPI.

**SPECIFIC CONTEST DETAILS:**

1. Only the following gifts are counted for this contest:
  - > KARLITO B CUPID
  - > DORA LOVAH

\*\*Apple nor Google is not involved in any way with the contest or sweepstakes.

2. CPI nor kumu will not shoulder any expenses beyond contest prize specifications.
3. CPI and kumu will not be liable for any accidents, losses and additional expenses on all prizes.
4. The final results on the app leaderboard screen will be confirmed within 24-48 hours. If results are different, affected users will be contacted directly.
5. Gifts reflected on the leaderboard are only counted when the cost of the gift is successfully deducted from the sender's wallet. In case of gift animation not appearing on screen or delays, the leaderboard will account from the time of gift sent from the sender's device. If deduction is unsuccessful, the coins will be returned to the sender and will not reflect on the leaderboard.

In the event that any of the winners are disqualified, the next contestant in the leaderboard who manages to successfully meet the requirements will be the winner.

In case of a tie, the first to secure their winning point on the leaderboard will be declared the winner.

ONE DEVICE PER ENTRY. Participants who have multiple entries or accounts created in one device will be subjected to disqualification.

6. Prizes will be given according to the **TOP 8 CONTEST** gifts received and based on the validation of the participants, provided always that participants must adhere to and comply with the terms and conditions herein:

7. ACCOUNT TERMINATION. Participants acknowledge that if they terminate or cancel their kumu account, all prizes, kumu Cash Balances and other components are immediately forfeited and the participants make no claim and have no right to the account and its prizing elements.

8. Winners will be notified via their kumu accounts on how to claim their prizes. Prizes failed to be claimed within sixty (60) days upon the announcement of winners shall be considered null and void.

9. The participants are required to take full responsibility and liability for the information provided by them under the terms and conditions of this Competition. The Company reserves the right to verify the information provided by the contestants. In the event such verification is not accomplished to the Company's satisfaction, the participant will be disqualified from the Competition.

10. The Company reserves the right in its sole discretion to disqualify any contestants who the Company has reason to believe has breached any of these terms and conditions or engaged in any unlawful, other improper misconduct or use fraudulent or illegal manner of any kind to gain unfair disadvantage in the competition. The Company's legal rights to recover damages or other compensation from such offenders are reserved.

#### 11. GENERAL CONDITIONS AND RELEASES

Notice to all international entrants: It is your responsibility to comply with the contest laws of your country/jurisdiction. You acknowledge that certain countries/jurisdictions have laws regarding contests that may prevent Company from awarding your prize (as stated below). If you are a winner and this happens in your country/jurisdiction, you acknowledge that you may not be able to receive any Prize at all from our Company. By entering this Contest, you acknowledge the risks, and understand that you may win but not be able to receive a Prize.

**Commented [GM7]:** How about expenses incurred during the contest period or before?

**Commented [APQL8R7]:** We will not shoulder any other expenses on top of the prizes and delivery/shipping fees of the merchandise to a PH address

**Commented [GM9]:** So does this mean a participant can have multiple entries provided it comes from multiple devices?

**Commented [APQL10R9]:** Yes. For now the standard term being use for all kumu campaigns is the one device per entry. A multiple entry or account using one device is subject to disqualification

**Commented [GM11]:** Is CPI in control of the participant's kumu Cash Balance?

**Commented [APQL12R11]:** CPI has no control but Kumu does

Notice to all entrants (including international): By entering the Contest or accepting the Prize, you agree to conform to all local laws and regulations. When applicable, the winner may be required to execute and return (and winning may be conditioned upon the winner executing and returning) to Company within ten (10) business days, an Affidavit of Eligibility and Liability and Publicity Release drafted by the Company to be eligible for the Prize. The Winner may be required in Company's sole discretion to complete relevant tax forms as a condition to the delivery of the applicable prize. Winner may also be required to furnish proof of identity, address and birth date in order to receive a Prize.

Participation in the contest is at the entrant's own risk. Company shall not be liable for: (1) failed, returned, or misdirected notifications based on inaccurate information provided by the winner in connection with an entry; (2) entries and responses to winner notifications which are lost, late, incomplete, illegible, unintelligible, postage-due, misdirected, damaged, or otherwise not received by the intended recipient in whole or in part or for computer or technical error of any kind; (3) any electronic miscommunications or failures, technical hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions which may limit an entrant's ability to participate in the contest; (4) any technical malfunctions of the telephone network, computer on-line system, computer equipment, software, program malfunctions or other failures, delayed computer transactions or network connections that are human, mechanical, or technical in nature, or any combination thereof, including any injury or damage to the entrant's or any other person's computer or mobile device related to or resulting from downloading the App or otherwise in connection with these contest; or (5) any warranty with respect to any Prize or any component thereof.

Unless prohibited by applicable law, your acceptance of a Prize constitutes your permission to use your name, submissions, photograph, likeness, voice, address, and testimonials in all media, in perpetuity, in any manner Company deems appropriate, for publicity, purposes without any compensation to such entrant or any review or approval rights, notifications, or permissions; and constitutes your consent to disclose your personally identifiable information to third parties (including, but not limited to, placing the winner's name on a winner's list). Notwithstanding any rights of publicity, privacy, or otherwise (whether or not statutory) anywhere in the world, your acceptance of a Prize constitutes to your authorization to (i) have Company (and its agents, consultants and employees) photograph, record, tape, film, and otherwise visually and audio-visually record you; (ii) have Company (and its agents, consultants and employees) use, reproduce, disseminate, alter, edit, dub, modify, distort, add to, subtract from, process, and otherwise exploit any results of such activity (including, but not limited to, any manner in which such activity may be recorded or remembered or modified) or derivatives or extensions or imitations thereof in any manner that Company sees fit, in any medium or technology known or hereinafter invented, throughout the universe in perpetuity, including, but not limited to, for illustration, art, promotion, advertising, trade, or any other purpose it may serve; and (iii) have relinquished any right that you may have to examine or approve the completed product or products or the advertising copy or printed material that may be used in conjunction therewith or the use to which it may be applied.

#### **COMPETITION PRIVACY NOTICE**

Creative Programs, Inc., a corporation duly organized and existing under Philippine laws, with business address at 8th Floor, Eugenio Lopez, Jr. Communications Center, Eugenio Lopez Drive, Quezon City (including its parent company, affiliates, and subsidiaries, "CPI") is committed to protecting your privacy and developing technology that gives you a powerful but secure and safe online experience. For CPI's Privacy Notice (the "Privacy Notice"), please click [here](#).

#### **RELEASE AND PARTICIPANT AGREEMENT**

I understand that Creative Programs, Inc. (the "Company") is producing MYX & MATCH, a collaboration with top social app, kumu, MYX Philippines plays match-maker and cheerleader for participants to find THE ONE in this new

**Commented [GM13]:** Please provide hyperlink and use the CPI Universal Privacy Notice.

**Commented [APQL14R13]:** Not familiar personally how to do the hyperlink but will ask around. Have a copy of the UPN

dating show. MYX also gives Kumu App users the chance to win a virtual date with Yukii Takahashi “Campaign”). I acknowledge and understand that the Company requires that I sign/accept/ consent to this Release and Participant Agreement (the “Agreement”) in order to participate in the Campaign and that I deem it to be in my best interest to enter into this Agreement. In addition, by signing/ accepting/consenting to this Agreement, I represent that I have the full right, power, and authority to enter into and fully perform this Agreement, that I have read, understood and voluntarily agree to abide by its terms and conditions, and that I acknowledge that we will be giving up certain legal rights. **All provisions of this Agreement shall become effective on the date of my acceptance (“Effective Date”).**

Commented [GM15]: Please provide details

Commented [APQL16R15]: Added details

#### Requirements for participation in the Program

1. I acknowledge that the Campaign (which shall include without limitation the competition entitled “*PERFECT MATCH ON MYX: DATE WITH YUKII*” and any related audition, recording, interview, event or activity), is a collaboration between top social app kumu and MYX Philippines that gives users a chance to be in the spotlight with their favourite artists and MYX VJs on MYX and appear in different MYX TV shows and online segments (the “**Competition**”). The Competition will require live stream performances which may be recorded and exhibited on the *Kumu App* or used in other media, and will lead to the selection of one (1) winner (“**Winner**”). I understand the nature of the Campaign and in signing/ accepting/ consenting to this Agreement I consent to the recording and use of my voice, conversation and sounds, including any performance of any musical composition or other contribution to the Campaign on the terms and conditions herein stated.
2. I have agreed to voluntarily take part in the production of the Campaign by engaging in all activities associated with the Campaign, including activities that may be hazardous, including, without limitation, related tests, auditions, rehearsals, publicity “trailers”, press calls, photographs, recordings, retakes and/or other contributions (collectively, the “**Activities**”).
3. I agree to make myself available at such times and in such locations as the Company may reasonably require in respect of the Campaign. If I am enrolled in school, my Parents/Legal Guardian and I shall secure the necessary authorizations to participate in any phase of the Campaign. If I have an existing employment contract with a third party, I shall secure all leaves of absence, permissions, consents and authorizations necessary for me to participate in the Campaign. I acknowledge that the Company will have no liability to me if I am unable to attend or take part in the Competition and may at any time disqualify me from the Competition at its sole discretion, and/or withhold, withdraw or revoke any prize that I may have won, in the event of any willful breach and/or negligent act or omission by me (including without limitation if I fail to observe the provisions of this Agreement).
4. The Company will endeavor to operate the Competition and apply the rules and conditions of the Campaign as devised from time to time by the Company (“**Rules**”). However, I acknowledge that the decision of the Company is final and the Company reserves the right to remove me from the Competition/locations/premises at its absolute discretion. I further acknowledge that the interests of the Campaign will override those of any participant and in the event of any dispute concerning the operation of any element of the Competition or the Rules, the decision of the Company will be final. In the event I am disqualified or eliminated from the Competition, I acknowledge and agree that the Company shall be fully entitled to use and exploit my contribution to the Program in accordance with the terms of this Agreement.
5. I will comply fully with the Rules, including any guidelines on my personal social media accounts and any social media account of Participant. I agree to behave appropriately when taking part in the Competition and to observe all procedures and rules and obey all instructions in force or given by a member of the Company or of any location staff in connection with production of the Campaign and the management of the locations and security arrangements in those locations. I acknowledge that the Company reserves the right to amend the Rules or terminate the Competition at any time without any liability to me. I will further promptly comply with all directions and requests of the Company and its staff.
6. I warrant that I am not, nor any member of my immediate families (defined as spouse or life partner or biological or step-mother, father, sister, brother, daughter, or son and each of their respective spouses), employed or have been employed in the last two (2) years by the Company and its subsidiary and affiliated companies, or any entity involved in organizing or producing the Campaign, or is related to any employee of the Company, its subsidiary and affiliated companies, or any entity involved in organizing or producing the Campaign. I acknowledge and agree that the Company has the sole discretion to render ineligible any person

Commented [GM17]: Please provide details

Commented [GM18]: Please revise accordingly/ provide a description of the competition.

Commented [GM19R18]: Please address this comment

Commented [APQL20R18]: Added description

Commented [GM21]: Please confirm if this is applicable.

Commented [APQL22R21]: Yes let's please retain this

who, in the Company's sole discretion, is sufficiently connected with the production, administration, or distribution of the Campaign that the participation in the Campaign could create the appearance of impropriety.

7. I will, if requested, present proof of my age to the Company by way of supporting documentation (including without limitation an original birth certificate and/or valid passport). I acknowledge that the Company reserves the right to require at any time proof of my identity and/or eligibility.
8. I warrant the following: (a) that I am in a good state of health and have no medical, physical, or emotional condition that might interfere with my participation in the Competition; (b) I will not consume any alcohol within twenty-four hours prior to engaging in any activity associated with the Competition, and will not be under the influence of any illegal substance, or of any medication or drugs that might impair my physical or mental ability to engage in the activity or that might impair my judgment while engaging in the activity.
9. I warrant that I have been and will be truthful, accurate and in no way fraudulent or misleading in completing the application form for the Program, in supplying any personal details to the Company and in providing any Contribution (as defined below).
10. I shall notify the Company immediately if any information I have provided becomes inaccurate up to and including the date of first transmission of my last appearance on any episode of the Campaign. We undertake to inform the Company immediately if any such information becomes inaccurate prior to first transmission of the last episode of the Campaign.

#### **Contribution and Grant of Rights**

11. In connection with my participation in the Activities, I grant to the Company the right to take motion and still pictures of me and record my voice and any sounds made by me, and to obtain other information about me, including but not limited to my name, likeness, photograph, voice, dialogue, sounds, biographical information, personal characteristics and other personal identification (collectively, the "Contribution"). Other than the rights expressly granted to Kumu, I hereby assign irrevocably to the Company the entire copyright, related rights and all other rights of whatsoever nature in and to my Contribution such that the Company shall be entitled to use and exploit and license others to use and exploit such Contribution by all means and in all media and formats whether now known or hereafter invented throughout the universe for the full period of copyright including any extensions, revivals, reversion and renewals thereto and thereafter insofar as is possible in perpetuity. Furthermore I grant irrevocably all consents and waivers (including without limitation any so-called "moral rights") as required pursuant to the Intellectual Property Code of the Philippines (and any amendment to and/or re-enactment thereof) and under all similar laws in any part of the world that may create rights in my Contribution to enable the Company to make fullest use of the Campaign without restriction. I further confirm that I shall not seek to enforce any rights to equitable remuneration in respect of any rental and lending and cable and satellite re-transmission rights in my Contribution.
12. Without limiting the foregoing in any way, the Company shall, except for the rights reserved to Kumu, have the exclusive right to:
  - a) alter, adapt or make additions to or deletions from the Campaign (and our appearance thereon) at its discretion;
  - b) make and exploit and to authorize the making and exploitation of any recording or fixation of our appearance separately from or in conjunction with the Campaign throughout the universe in perpetuity in all media whether now known or hereafter invented; and
  - c) include my name, likeness, voice, biographical details, photographs and recordings of interviews with me separately from or in conjunction with the Campaign in all media and formats throughout the universe including but not by way of limitation in advertising, publicity and exploitation material.
13. Notwithstanding the above, I acknowledge that there is no obligation on the part of the Company to record my Contribution and/or broadcast any Campaign in which I have appeared and/or all or any part of my Contribution to the Campaign.
14. In the event I perform as part of the Competition any choreography, music or other artistic works, or submit any original photographs, or original video and/or audio recordings, which are created, written or produced by the Participant (together the "**Materials**"), I warrant that such Materials are wholly original to Participant, are not subject to any third party rights or encumbrances which have not been notified to the Company prior



to my performance or submission of such Materials for the Campaign and the performance and inclusion of the same as part of the Campaign do not infringe the rights of any third party nor any common law or statutory rights in any other material. I hereby license to the Company all rights in the Materials for the full period of copyright including any renewals, reversions, revivals or extensions throughout the universe so that the Company may synchronize and/or otherwise exploit the Materials separately from or in conjunction with the Campaign in all media and formats throughout the universe (including without limitation in advertising, publicity and exploitation material).

15. I understand that we will not be paid for participating in the Activities, for appearing in the Campaign and in the Contribution, for giving the Company the rights listed in this Agreement, or for the Company's exercise of any and all of the rights listed in this Agreement. I hereby waive any and all rights I may have to any compensation whatsoever. I acknowledge and agree that a significant element of the consideration I am receiving under this Agreement is the opportunity for publicity that I will receive if the Company includes the Contribution in the Campaign and/or in the advertisements for the Campaign. I know the Company will incur significant costs and expenses in reliance upon this Agreement, so I will not attempt to cancel it or to revoke any of the rights granted to the Company herein. I acknowledge that I am a volunteer and that I shall not be deemed to be an employee of the Company, nor shall I be entitled to the benefits provided by the Company to its employees. I agree not to make any commercial or any other use of the fact that I appeared in the Campaign or that the Company used the Contribution in the Campaign.
16. We agree that my contribution to the Campaign (including without limitation the Contribution and any Materials) shall not contain anything which is an infringement of copyright or which is calculated to bring the Company into disrepute or breach of contract or duty of confidentiality or which is defamatory or in contempt of court.

#### **Prizes**

17. In the event that I receive any prize in excess of Ten Thousand Pesos (P10,000.00) (the "Prize/s"), the Company shall withhold from the Prize the amount equivalent to twenty percent (20%) of the value of the Prize/s, which shall be remitted to the appropriate government agency as taxes due on the Prize/s.

#### **Acknowledgment and Assumption of Risk**

18. Services Furnished by the Company to Participants. I understand that the Company, directly or through Kumu or other independent contractors ("Third Party Contractor"), will provide various services in connection with the Campaign and its participants. We acknowledge that neither the Company nor the Third Party Contractor, or employee providing services in connection with the Campaign has made any warranties whatsoever with respect to the services which they furnish in connection with the Campaign or which the participants may otherwise use, and that there are no warranties of any kind from anyone regarding the fitness or suitability of the services for use for any purpose in connection with the Campaign or otherwise. I also understand that the Company reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Company's control corrupt or affect the administration, security, fairness, or proper conduct of the Competition. I hereby waive any right I might otherwise have to warnings or instructions regarding any aspect of the Campaign or the services utilized in connection therewith, and I acknowledge and agree that I shall use such services at my own risk.
19. Other Campaign Participants and Third Party Personnel: The Company makes no representations or warranties and offers no assurances as to the character, background, actions, demeanor or mental or physical condition of any other participant, third party vendor, or any other person involved in any way with the Campaign, and I acknowledge that I must assume the risk of any encounter or interaction with such persons.
20. Mental and Physical Stress. I understand that the conditions surrounding the production of the Campaign may expose me to mental, emotional and physical stress, both during and after my participation in the Campaign. I voluntarily and fully accept and assume these risks and understand and acknowledge that the waivers, releases and indemnities in this Agreement expressly apply to these risks and any and all consequences of these risks.
21. Assumption of Risk of Unknown or Undiscovered Facts, Claims or Defects, and Release of Released Parties:

I and the other Releasing Parties (as defined below) acknowledge that there is a possibility that after my execution/ acceptance/ consent of this Agreement, I or they will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed and which, if known by me or them at that time, may have materially affected my /their decision to execute this Agreement. I and the other Releasing Parties (as defined below) acknowledge and agree that by reason of this Agreement, and the release contained in the preceding paragraphs, I and the other Releasing Parties are assuming any risk of such unknown facts and such unknown and unsuspected claims.

22. No Representations or Warranties from the Company. I acknowledge that the Company has made no representations or warranties of any kind whatsoever to me regarding my qualifications or ability to participate in the Campaign, or regarding any other matter whatsoever, and that my participation in the Campaign shall be entirely at my own risk.
23. RELEASE, AGREEMENT NOT TO SUE AND INDEMNITY. To the maximum extent permitted by law, I agree that I will never sue the Company or anyone because I do not like the manner in which the Company or its licensees or assignees took or used the Materials or the Contribution in the Campaign or in any other program or for any cause of action based on any of the Released Claims (as defined below). In addition, I understand that my participation in the Activities, and any travel by me in connection with the Activities, is at my own risk. To the maximum extent permitted by law, I, for myself and on behalf of my heirs, executors, agents, successors or assigns, hereby release, hold harmless, and forever discharge the Company and any platform that exhibits the Campaign, and each of their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees (the "Released Parties"), from any and all claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action whatsoever that in any way are caused by, arise out of or result from this Agreement, my appearance and participation in the Activities, the Contribution and Materials, the Campaign, or in the advertisements, the creation of the Contribution and Materials, my presence at or travel to any location in connection with my participation in the Activities, or the broadcast or other exhibition of the Campaign, the Contribution, or the advertisements, on any legal theory whatsoever (including, but not limited to, personal injury, rights of privacy and publicity, defamation, or false light), regardless of whether caused by the negligence or willful misconduct of the Released Parties (collectively, the "Released Claims"). I and the Releasing Parties will, jointly and solidarily, defend, indemnify and hold the Released Parties harmless from any and all such claims, actions, damages, losses, liabilities, costs, expenses, injuries or causes of action, as well as all those that in any way are caused by, arise out of or result from any breach or alleged breach by us of any of the representations or warranties made by us in this Agreement.

#### **Non-Disclosure and Data Privacy**

24. I warrant not to disclose to any other participant or other third party at any time (i.e., prior to, during, or after the taping or exhibition of the Campaign) any information or materials of any kind, relating to the Campaign or my participation in the Campaign or the affairs of, the judges, the hosts, the Company (or any assigned companies thereof) or any of their employees or business activities which may come to my knowledge during or in connection with my participation in the Campaign, including without limitation the flow and process of the Competition, and other information, elements or documents in connection with the Competition, its publicity and broadcast (the "Confidential Information"), except with the prior written consent of the Company. I acknowledge and agree that the Confidential Information is confidential and the exclusive property of the Company. At no time will I ever, directly or indirectly, divulge in any manner, or use or permit others to use, any of the Confidential Information. My obligations with respect to confidentiality as set forth in this Section shall continue in perpetuity or until terminated by the Company in writing. In no event shall I have the right to terminate my confidentiality obligations under this Agreement.
25. If I am selected to participate in further stages of the Competition, I will not directly or indirectly disclose such selection to any person. I acknowledge that prior to the exhibition of the Campaign, the plans of the Company for the Campaign, and any of the activities and developments in the Campaign, such as the names and identities of other participants in the Competition, or any individuals associated with the Campaign, and any results of the Competition, the events contained in the Campaign or the outcome of any event, the locations of the Campaign ("Program Content"), are strictly confidential. I shall not disclose directly or indirectly to any third party any of the Campaign Content, by any means or method (whether by letter, press,

photograph, interviews (to include without limitation over the internet on social networking sites such as Facebook, Twitter, Instagram, or any blogs, vlogs, or public or group chats and by text or email messages), unless such Campaign Content becomes or is made known to the public by the broadcast or disclosure thereof by the Company.

26. I hereby warrant that I will not, in any media and in any territory throughout the world, without the prior written consent of the Company actively publicize nor discuss with any third party nor make in public or private any statement written or oral intended for publication by the press or any other part of the media or which by its nature is liable to be published or from which extracts can be quoted relating to the Campaign, the Competition, the judges, the hosts, the Company or any of its employees or business activities or the television industry in general. Should Participant be contacted by a member of the press, I undertake to refer them to the Company's publicity office.
27. I acknowledge that any breach of any of the confidentiality provisions of this Agreement would cause the Company irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, I expressly agree that the Company shall be entitled to injunctive and other equitable relief (without posting any bond) to prevent or cure any breach or threatened breach of the confidentiality provisions of this Agreement. I also recognize that proof of damages suffered by the Company in the event of breach of any of these confidentiality provisions will be costly, difficult, and inconvenient to ascertain. Accordingly, I agree to pay the Company the sum of Two Million Pesos (P2,000,000.00) per breach as liquidated damages in the event that the Participant breaches any of the confidentiality provisions of this Agreement. I agree that Two Million Pesos (P2,000,000.00) is a reasonable estimate of the amount of damages that the Company is likely to suffer in the event of breach of any of these confidentiality provisions, considering all of the circumstances existing as of the date of this Agreement. Furthermore, I will defend, indemnify and hold harmless the Company, its parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees, from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees) that in any way arise out of or result from our breach of any of the confidentiality provisions of this Agreement.
28. I give consent to the Company to collect, use and share my name and other personal information with its affiliates, partners, sponsors and suppliers for purposes of organizing the Competition and for the production, exhibition, distribution, promotion and exploitation of the rights to the Campaign. I agree that any information or data containing Personal Information or Sensitive Personal Information (collectively, "Personal Data"), as defined under the Data Privacy Act, which I, or any person acting on my behalf, may obtain, collect, receive, transmit, derive, or otherwise have access to, directly or indirectly, during my participation in the Campaign, or in the performance of my obligations under this Agreement, shall be subject to the provisions of the Data Privacy Act, its implementing rules and regulations and other relevant issuances thereto, as well as the Company's data protection policies. I shall comply with the requirements provided under the Data Privacy Act and other relevant issuances thereto.

#### Miscellaneous

29. The Company may assign all rights in my Contribution to and participation in the Campaign to any of its subsidiary or associated companies or successors in title and to any other third party.
30. If any provision of this Agreement is adjudged by a court to be void or unenforceable such provision shall in no way affect any other provision of this Agreement, the application of the provision in any other circumstance or the validity or enforceability of this Agreement and such provision shall be curtailed and limited only to the extent necessary to bring it within legal requirement.
31. The Courts of Quezon City, Philippines shall have sole jurisdiction in relation to the terms and conditions of this Agreement which shall be interpreted according to the laws of the Philippines.
32. My failure to sign/agree to/consent to this Agreement, or to comply with the foregoing conditions, shall be sufficient ground for my disqualification from the Competition.

**Commented [GM23]:** Please confirm if your business unit will retain this provisions and if yes, please provide the estimated amount of breach.

**Commented [GM24R23]:** Please address the comment.

**Commented [APQL25R23]:** Let's retain for now

**CONTROL MEASURES:**

- A DTI representative shall check the computer system for receiving entries, sending acknowledgement receipt and verification of registration details.
- A list of the properties of the computer program (system description) shall be printed and given to the DTI representative after verification.
- A DTI representative will be invited during determination of winners. Selection to be held online via Zoom or Microsoft Teams Meeting. All information sent by the participants to the registration page shall automatically go to the system database upon clicking the submit button.
- During determination of winners for the kumu Rising Star of the Month on MYX campaign, the names and details of the Leaderboard toppers on Kumu will be extracted by an authorized KUMU Representative.
- The database shall contain the following information: *Kumu Account, Name, Gender, Date of Application, Birthday, Email Address, Contact Nos.*
- There will be one administrative (“Admin”) person from kumu and CPI who will monitor the contest database / system.