



## **2013 National Student Art & Photography Competition – Terms and Conditions**

1. This competition will be held from 20 August to 15 September, 2013.
2. This competition is open to students of Malaysian nationality, aged between 18 – 28 years enrolled in the local public & private higher learning institution
3. Petron Malaysia employees are eligible to enter as well
4. The theme of the competition is **“Rentetan Kejayaan– A Journey of Triumphs and Milestones”**
5. Entry / Entries must be submitted via clear photo (clear, high resolution JPEG file no less than 300 DPI, with one paragraph description about the artwork) by 12 pm on **15 September 2013** to [-campaigns@bumblebee-world.com](mailto:-campaigns@bumblebee-world.com) .
6. 10 qualifiers of each category will be notified by phone and are required to send in their original photo and actual artwork via courier or by hand on or before 12 p.m. on **20 September to** Petron office for an exhibition from 24 – 27 September 2013. Failing which, the organizer reserves the rights to disqualify the entry.

Petron’s office address is as follows;

*Petron Malaysia Refining & Marketing Bhd  
Level 10, Menara I & P 1,  
No 46, Jalan Dungun, Damansara Heights,  
50490 Kuala Lumpur.  
Tel : 03 - 2082 8400*

7. The participants shall warrant, covenant, agree and undertake that :
  - (a) The participants shall be wholly and solely liable for any costs and expenses that may be incurred by the participants in connection with their participation in the competition, including

but not limited to the processing, printing, developing and delivery costs of the artworks or any other ancillary costs like travelling expenses;

(b) The participant will be solely responsible for any talent fees incurred. Petron Malaysia will not be liable for any claims from talents as a result of the Competition;

Without prejudice to the rights of Petron Malaysia to disqualify participation of any participant without having to assign any reasons whatsoever, each participant shall be liable for whatever losses, damages or costs and expenses that may be suffered or incurred by Petron Malaysia in furtherance to any non-compliance or non-observance of any one or more of the conditions herein on the part of the participant, including but not limited to the infringement actions that may be brought against Petron Malaysia up by other third party(ies) in furtherance to the usage of the artworks.

(c) The participants shall indemnify and keep indemnified and hold Petron Malaysia harmless from and against all fines, penalties, actions, claims, summons, demands, losses, damages, costs and expenses for which Petron Malaysia may become liable in respect of or arising from any loss, damage or injury from any cause whatsoever occasioned, caused or contributed by any act, omission, neglect, breach, non-observance or default on the part of the participants.

**8. For 'Colored Art Painting' category (Oil and Water Based Media ):**

- The surface to be used for this category must either be canvas, canvas paper or standard art block paper.
- The size of the artwork must be between A3 to A2 size (note: A3 is 30cmX40cm, A2 is 42cmX59cm), unframed
- Artwork should not be framed.
- A participant may submit a maximum of three (3) entries per category. However, each participant is entitled to only ONE prize for the same category.
- Each artwork must be signed on the front.
- Entries will be judged according to:
  - Rendition (30%)
  - Originality (20%)
  - Composition or Picture Impact (20%)
  - Creativity (20%)
  - 'Shares' and 'Likes' on Facebook- album titles 'Petron Art & Photography 2013 Hall of Fame' in Gempaknya my Varsity Facebook page, published on 17<sup>th</sup> Sept (10%)

**9. For 'Colored Photography' category;**

- The size of the photograph must be no larger than A2 size, and printed on A2 size paper (note: A2 is 42cmX59cm), unframed.
- All entries must be original and must have been photographed after 20 August 2013.
- The photograph(s) must not have been previously exhibited or awarded a prize in another contest, corrected, or manipulated in any post production activity.

- Entrants must declare the type of camera used. Digital photography is allowed and filters may be used.
- A participant may submit a maximum of three (3) entries per category. However, each participant is entitled to only ONE prize for the same category.
- Each artwork must be signed on the front.
- Entries will be judged according to:
  - Originality (30%)
  - Composition or Picture Impact (30%)
  - Creativity (30%)
  - 'Shares' and 'Likes' on Facebook- album titles 'Petron Art & Photography 2013 Hall of Fame' in Gempaknya my Varsity Facebook page, published on 17<sup>th</sup> Sept

**10.** By the submission of the artworks or photographs for the Competition, the participant warrants, agrees, represents and undertakes with Petron Malaysia that:

- a. The artworks or photographs is the participant's own and original work;
- b. Whenever an artwork or photograph includes a recognizable person or people, the participant has to ensure that permission is secured from each person (or in the case of a minor, the minor's parent or guardian) to use his/her image in the artwork, for the Competition and upon request, the participant shall present such permission to Petron Malaysia;
- c. The artworks or photographs do not infringe the copyright of any third party or any laws and is not in violation of any agreement with any third party;
- d. Unless otherwise prohibited by the law, Petron Malaysia shall have the non-exclusive rights (in perpetuity) and license to publish, use, distribute, reproduce, publicly display the Photographs, creative derivative works from the Photographs and/or to deal with the Artworks in such manner(s) which Petron Malaysia shall reasonably deem fit in its absolute discretion without payment of any fees or royalties to the participants;
- e. Petron Malaysia shall have the absolute discretion whether to refer to the participant's name and information when publishing, reproducing or otherwise using the Artworks as referred to in item (d).

**11.** All entries must be accompanied by an entry form duly filled and signed (including signatory from the university's / college's dean / lecturer in charge) and properly labeled separately on an A4 paper:

- Artist's name, mailing address & telephone / cellular phone, e-mail address & Facebook name (if any)
- Title of Entry
- One paragraph description of the subject and why the artist chose it
- For Colored Art Painting Category;
  - Medium (Oil / Acrylic / Crayon / Color Pencil Etc)

- Dimensions (in cm)
  - Date of Completion
  - For Colored Photography Category;
    - Dimensions /Shutter Speed/Aperture/Lighting/ISO/Type (if applicable) and type & brand of camera
    - Date of Photography (for Photography Category)
- 12.** There are no entry fees and each participant is limited to three (3) submissions per category. If multiple entries are sent at the same time, participants can use a single entry form. If multiple entries are sent separately at different times, participants need to use multiple entry forms.
- 13.** Each participant is entitled to only ONE prize for the same category, even though more than one entry is entitled to win.
- 14.** Copyright shall remain the property of the artist or photographer; however Petron Malaysia reserves the right to reproduce, print & display all entries. Petron also reserves the rights to reproduce the 6 winning entries of each category for charity sale purpose.
- 15.** By entering the competition, entrants shall consent to the public disclosure by Petron Malaysia of their names and identification/passport numbers, and agree that the ownership of all intellectual property rights in the artworks and statements submitted as entries shall vest in and belong to Petron Malaysia without the need for payment of any royalties, fee or charge whatsoever. Petron Malaysia shall therefore have the sole and exclusive right to do whatever it deems fit with the artworks and statements without the need for payment of any fee or charge whatsoever including (but not limited to) the following:
- a. Licensing the artworks and/or statements to any third party (with or without fees or charges) for any use or purpose including use within or in connection with Marina Bay;
  - b. Using the artworks and/or statements for the purpose of the competition and in Petron Malaysia's website;
  - c. Using the artworks and/or statements on Petron Malaysia's promotional materials its products and services;
  - d. Changing or reworking the artworks and/or statements by making color or size or other changes;
  - e. Making derivative works of the artworks and/or statements;
  - f. Reproducing the artworks and/or statements or any re-workings, changes or derivatives thereof in any form or material (including any media or embodiment now known or hereafter to become known);

- g. Selling products bearing the artworks and/or statements or any re-workings, changes or derivatives thereof;
  - h. Publicly displaying, performing or exhibiting, or distributing the artworks and/or statements in any way now known or hereafter to become known including without limitation by transmission, broadcast, or electronic communication.
- 16.** Participants also agree that Petron Malaysia may use their names and likenesses for purposes of advertising, trade show use and promotion of its products and services without the need for payment of fees or royalties or any charges whatsoever.
- 17.** Participants agree that Petron Malaysia is not required to use any statement or artwork submitted.
- 18.** Petron Malaysia 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 Oil & Gas International and its affiliates' office-bearer(s), servant(s), or agent(s) or hold Petron Oil & Gas International and its affiliates' office-bearer(s), servant(s), or agent(s) responsible for any mishap, accident, personal injury or death suffered by the participant.
- 19.** The winners will be invited to a prize giving ceremony on a date and at such venue which may be determined by Petron Malaysia at its absolute discretion Provided Always That any related costs and expenses that may be incurred by the winners in attending the said ceremony shall be solely borne by the winners.
- 20.** The winning entries may be showcased in any mediums or for release to the media where Petron Malaysia deems fit. Petron Malaysia may also select other notable submissions for such use
- 21.** Prizes will be awarded respectively for each category;
- Colored Art Painting:
- 1<sup>st</sup> – RM3000 and plaque of recognition
  - 2<sup>nd</sup> –RM2000and plaque of recognition
  - 3<sup>rd</sup> –RM1000and plaque of recognition
  - Consolation X3 – RM500and plaque of recognition

Colored Photography:

- 1<sup>st</sup> – RM3000 and plaque of recognition
- 2<sup>nd</sup> – RM2000 and plaque of recognition
- 3<sup>rd</sup> – RM1000 and plaque of recognition
- Consolation X3 – RM500 and plaque of recognition

- 22.** The judges' decisions are final and no correspondence shall be entertained. Petron Malaysia's decisions on all matters relating to the competition, including but not limited to the eligibility of any entry, the selection of any winners and the award, forfeiture or disposal of any prize, is final, conclusive and binding on all entrants, and no correspondence on such matters will be entertained
- 23.** Failure to comply with the rules and regulations shall automatically disqualify the participant.
- 24.** Petron Malaysia reserved their rights to amend, vary, delete or add to the terms and conditions at any time by placing such amended terms and conditions on the Petron Malaysia's website and by submitting their Artworks, the participant shall be deemed to have accepted such amended terms and conditions.
- 25.** The participants shall always agree to be bound by the decision of the Petron Malaysia to suspend, discontinue or cancel the Competition for whatever reason(s) whereby in such an event, the participant shall not claim against Petron Malaysia and Petron Malaysia shall not be liable for whatever losses or damages that have been incurred by or may be suffered by them arising from the suspension, discontinuance or cancellation of the Competition.
- 26.** Each participant warrants and undertakes to Petron Malaysia that he or she is the sole author of the artworks and statements submitted as his or her entry to the competition and that nothing in the entry shall infringe any right of intellectual property or any other nature of any person or be obscene, racist, blasphemous, libelous, contain sexual inference or defamatory. Such entries will be immediately disqualified and not allowed on the website.
- 27.** Participants further agree to participate in, at their own expense, prize presentation ceremonies and all other publicity events in relation to the competition, without payment or compensation. To be eligible for the prizes, all winners may be required to sign and return to Petron Malaysia a written confirmation of their acknowledgement and acceptance of these Rules and Regulations. Failure to provide such documents (if required), duly signed or to comply with any term and condition therein shall result in disqualification or ineligibility for prizes.
- 28.** Petron Malaysia and the directors, officers, employees and assignees thereof shall not be liable for any claims, damages, losses, injury or inconvenience arising out of or in connection with the competition, any entry to the competition or any prize, including without limitation any loss or

disqualification of any entry and any delay in, or failure or omission to provide the competition or any prize.

- 29.** Each participant (including his or her heirs, executors and / or administrators) hereby agrees to indemnify and hold the Petron Malaysia harmless from and against any and all claims, losses or damage arising out of or in connection with the competition, any prize or any breach of any obligation or warranty set out these Rules and Regulations and hereby releases and discharges Petron Malaysia from any and all such claims, losses and damage.
  - 30.** These rules and regulations are governed by the laws of Malaysia, and all participants and winners submit to the non-exclusive jurisdiction of the Malaysian Courts in the determination of any matter or dispute arising in connection therewith.
  - 31.** BY ENTERING THIS COMPETITION, THE PARTICIPANTS ARE DEEMED TO HAVE AGREED TO ALL OF THE RULES AND REGULATIONS OF THIS COMPETITION AS LISTED ABOVE.
- “Petron Malaysia” shall mean Petron Malaysia Refining & Marketing Berhad (3927-V), its subsidiaries, associate or related companies and affiliates, including but not limited to Petron Fuel International Sdn. Bhd. (4527-V) And Petron Oil (M) Sdn. Bhd. (8823-M)