

## Code Stars 2022 - Terms and Conditions

Code Stars is a hackathon like event or a programming competition ("**Competition**") provided by Beam Holdings Pte. Ltd., a Singapore company with an address at 160 Robinson Road #24-09 Singapore ("**BEAM**").

By registering for, or participating in, the Competition, you ("**you**" or "**Participant**") agree to these binding Terms & Conditions with BEAM ("**Terms**" or "**Competition Terms**"), accept all applicable rules relating to the Competition, and represent and warrant to BEAM that you are eligible to participate in the Competition.

### ELIGIBILITY

- 1) The Competition is open only to those,
  - a) at least 18 years of age or older (on the day of registration);
  - b) must be currently residing for the next six (6) months in Malaysia or Thailand;
  - c) must be a fresh graduate (within twelve (12) months) and/or currently still a student enrolled in college/ university; AND
  - d) nationalities of Malaysia and Thailand Only  
who have agreed to these Terms.
- 2) Participants shall not be residing in a country/territory where this kind of Competition is prohibited by law.
- 3) Further, participants who fit these criteria shall not be eligible for money prizes:
  - a) current employees of BEAM – Full-time, Part-time, Contractor, Interns in all entities ("**Employee**")
  - b) an immediate family member (parents, siblings, spouses, children) of a current BEAM Employee  
BEAM reserves the right to verify eligibility and to adjudicate, at BEAM's sole direction, on any dispute at any time.
- 4) If you gained information on a problem as a participant in any BEAM-managed program or by working as an Employee, you will be disqualified from competition. You may also be disqualified if BEAM learns you acquired information on a problem from any other person unless permitted by the rules of the Competition, as determined by BEAM.

### TO JOIN THE COMPETITION

1. All participants must have access to the Internet, a valid postal address, and a valid email address to sign up. All participants must register and provide the required information about themselves at the Competition website, located at <http://www.ridebeam.com/code-stars> ("**Registration**")
2. Registration closes at the start of the Competition on 10 September 2022 1:00 PM ICT / 2:00 PM MYT (Registration Closes before the competition). Please note that participants are responsible for determining the corresponding time zone in their respective jurisdictions.
3. As part of Registration, participants will be required to provide information about themselves, such as name, postal address, phone number, email address, and education level. BEAM may use such information to verify participants' eligibility, contact participants and for purposes relating to the Competition.
4. A participant may only register for the Competition with one (1) valid participant profile. If you compete in the Competition using multiple participant profiles, you may be disqualified.

## COMPETITION STRUCTURE

1. The competition is scheduled to begin on Saturday, September 10th, 2022 from 1:00 PM (Indochina Time) and 2:00 PM (Malaysia Time). Once started, there will be a maximum 4 hours to complete the challenge. The competition ends on Saturday, September 10th, 2022 from 5:00 PM (Indochina Time) and 6:00 PM (Malaysia Time) respectively. Any submission after that is invalid.
2. Each challenge has a pre-determined score.
3. A participant's score depends on the number of test cases a participant's code submission successfully passes.
4. If a participant submits more than one solution per challenge, then the participant's score will reflect the highest score achieved.
5. Participants are ranked by score. If two or more participants achieve the same score, then the tie is broken by the total time taken to submit all of the solutions resulting in a higher score.

## PRIZES

1. Prizes
  - a. Gift Prizes

Rank	Prize
#1	One (1) unit of Playstation® 5 only (valued at USD 700)
#2	One (1) unit of Bose 700 NC Over-Ear Wireless Bluetooth Headphones – Black only (valued at USD 450)
#3	One (1) unit of Marshall Emberton Portable Bluetooth Speaker - Forest (valued at USD 250)

- b. Non-Monetary Prizes

- T-Shirt - Branded Beam Codestar T-Shirts 2022 will be awarded to the top participants of this competition.
- Prize cannot be exchanged for cash reward.
- In the case that the stated prize is not available, BEAM, at its sole discretion, reserve the right to reward alternative prize of an equivalent value.

2. Delivery
  - o BEAM will ship your non-monetary prize to winners at the address provided in the winner registration form. If winners have not received your prize within two (2) months after the end of the Competition, please email to [teamsupportth@ridebeam.com](mailto:teamsupportth@ridebeam.com). We will not award any prizes if notified beyond three (3) months from the end of the Competition.
3. No Warranties for Prizes. Except as required by law, BEAM makes no warranties, express or implied, with respect to prizes.

## DISQUALIFICATION

BEAM, at its sole and absolute discretion, reserves the right to disqualify any team and/or forfeit any Prize(s) that any participant may be eligible to receive if BEAM reasonably believes such participants, where applicable, is/are in breach of these Competition Terms.

## **OWNERSHIP; RIGHTS IN PARTICIPANT'S SUBMISSIONS**

1. *License to Use Content; Reservation of Rights.* You may use the code and content made available by BEAM as part of the Competition problems solely to prepare for and compete in such Competition. BEAM retains all rights in such code and content not explicitly granted by the Terms or rules of the Competition for which you have registered.
2. *Ownership of Submissions.* You retain all rights to your submitted source code and any other work product that you had before submitting them to the Competition.
3. *Permission to Record Participants.* If you participate in the Competition, you give permission to BEAM to make and have made audio, visual, and audiovisual recordings in any format or media of you while you are participating in the Competition (collectively, the **"Recordings"**) and grant BEAM an unrestricted, sublicensable, transferable, perpetual, irrevocable, worldwide, free license to use the Recordings to promote the Competition, including broadcasting it live. You waive all rights, including any right of prior approval, and release BEAM and its agents from, and will neither sue nor bring any proceeding against BEAM or its agents for any claim or cause of action, whether now known or unknown, for defamation, copyright infringement, invasion of the rights to privacy, publicity, or personality or any similar matter, or based upon or relating to the use and exploitation of the Recordings.
4. *Photographs and/or Videos Participant Send to BEAM.* As a participant, you may have an opportunity to send photographs and/or videos to BEAM in connection with your participation in the Competition (**"Participant-Provided Content"**). If you do so, you must only send Participant-Provided Content of yourself or non-person objects. You grant BEAM an unrestricted, sublicensable, transferable, perpetual, irrevocable, worldwide, free license to use the Participant-Provided Content to promote the Competition. You waive all rights, including any right of prior approval, and release BEAM and its agents from, and will neither sue nor bring any proceeding against BEAM or its agents for any claim or cause of action, whether now known or unknown, for defamation, copyright infringement, invasion of the rights to privacy, publicity, or personality or any similar matter, or based upon or relating to the use and exploitation of the Participant-Provided Content.
5. *Social Media.* If a participant (i) post on his/her social media page using any Competition hashtag (e.g., #Codegoda) or (ii) share or post any content on a Competition social media page (collectively, **"Social Media Content"**), then BEAM may feature such Social Media Content in marketing and promotional materials for the Competition. You grant BEAM an unrestricted, sublicensable, transferable, perpetual, irrevocable, worldwide, free license to use your Social Media Content to promote the Competition. You warrant that you have the authority to grant the license set forth in this Section 5. You waive all rights, including any right of prior approval, and release BEAM and its agents from, and will neither sue nor bring any proceeding against BEAM or its agents for any claim or cause of action, whether now known or unknown, for defamation, copyright infringement, invasion of the rights to privacy, publicity, or personality or any similar matter, or based upon or relating to the use and exploitation of any Social Media Content.
6. *Permission to Use Participant Name and Likeness.* By registering for, or participating in, the Competition, you agree that BEAM and its agents may use your name, likeness, and statements about the competition without compensation to promote the Competition, including displaying them on the Competition website.

7. By registering for, or participating in, the Competition, you agree to BEAM's candidate **privacy notice** at <https://apply.workable.com/ridebeam/>. BEAM may reach out to you in the future for job opportunities.

## **AMENDMENTS**

BEAM reserves the right to amend these Competition Terms from time to time at its sole discretion.

## **DISCLAIMERS & ADDITIONAL TERMS**

- BEAM, at its sole discretion, reserve the right to modify, suspend, cancel or terminate the Competition or extend or resume the entry period or disqualify any participant or entry at any time without giving advance notice. To the maximum extent permitted by law, BEAM and its affiliates will not have any liability to you in connection with the Competition or these Terms. Furthermore, you agree that any ambiguity in these Terms will be governed by BEAM's interpretation.
- BEAM is not responsible for any incomplete, failed, or delayed transmission of your application information or submissions due to the internet, including interruption or delays caused by equipment or software malfunction or other technical problems. You use all source code available on the Competition website at your own risk.
- If any provision of these Terms is deemed invalid or unenforceable, the remainder of these Terms shall not be adversely affected by such, and such invalid or unenforceable provision shall be replaced by such new, valid and enforceable provision having similar effect to the greatest extent possible. These Terms are governed by the laws of Singapore, regardless of conflicts of laws principles, and the parties submit to the exclusive jurisdiction of the Singapore courts in relation to any dispute relating hereto. You will be solely responsible for your own personal income tax, and you acknowledge and understand that tax might be applicable on any prize paid or given to you. BEAM reserves all rights to deduct any applicable withholding tax from the value of any prize.