MyUNICEF Impact Challenge
Terms & Conditions

1. The MyUNICEF Impact Challenge and these terms and conditions will be governed by Malaysian law, and any disputes will be subject to the exclusive jurisdiction of the courts of Malaysia.

2. The application for participation in the MyUNICEF Impact Challenge is personal to each participant and is not transferable to any other party.

3. Upon submission of the application to participate in the MyUNICEF Impact Challenge, the participant agrees to share and report to the Organiser the following items, but not limited to, upon request of the Organiser via an identified platform:
   a. Sales generated
   b. Network gained
   c. Potential collaboration
   d. New ideas / channel
   e. Impact scale / growth ideas
   f. Other benefits gained
   g. Any other items that shall deem fit for the MyUNICEF Impact Challenge

4. The Organiser and its partners reserve the right to accept, hold or reject the submission of the applications.

5. The Organiser and its partners reserve the right to modify, suspend or cancel the MyUNICEF Impact Challenge and/or the validity of this application at any time without any prior notice to any party.

6. Funding, technical support and other opportunities offered after the MyUNICEF Impact Challenge are not transferable. The Organiser reserves the right to substitute or vary the funding or opportunity offered without giving notice or justification.

7. The decision to offer funding or other opportunities is at the sole discretion of UNICEF Malaysia. The Organiser’s decision in respect of all matters to do with the MyUNICEF Impact Challenge will be final, and no correspondence will be entered into.

8. In the event that the participant intends to discontinue its participation in the MyUNICEF Impact Challenge, the participant shall notify the Organiser thereof in writing at least 5 working days in advance and the participant immediately cease any and all representation of his/her participation in the MyUNICEF Impact Challenge.
9. Each participant unconditionally gives consent to the Organiser to publish, use the names, logo, data, videos and/or photographs of the participants, participant’s organisation, including those of the products and/or services of the participant’s organisation, and the participant’s representatives as materials for the purposes of advertising and/or trade publicity, without any prior notice to the participants and each participant waive any right to claim ownership or other forms of compensation materials from the Organiser, its directors, officers, employees, affiliates, agents, contractors, licensors, related companies and agencies.

10. Participation in the MyUNICEF Impact Challenge is accepted entirely at the risk of the participant, and the Organiser excludes and disclaims all liabilities, representations and warranties in connection with the participation. Each participant shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including death, personal injury, as well as loss or damage to real or personal property) resulting from their participation in the MyUNICEF Impact Challenge. The Organiser, its directors, officers, employees, affiliates, agents, contractors, licensors, related companies, agencies and sponsors shall not be responsible for any liability, mishap, loss, damage, claim or accident (including death, personal injury, as well as loss or damage to real or personal property) in any manner whatsoever.

11. Entry or participation in the MyUNICEF Impact Challenge is at the own risk of the participant and health and safety is their own responsibility. For physical events requiring attendance of participants, please ensure that you and/or your representatives:
   a. are in good health; and
   b. have not been diagnosed with or suspected to have been exposed to the Novel Coronavirus (“COVID19”);  
   c. have not visited or been in direct contact with someone who has visited any countries that are considered as high risk by the World Health Organization (“WHO”) for the spread of the COVID19 virus; and
   d. participants must declare to the Organiser if they contravene the terms b) and c) above related to a public health and safety issue.

12. The Organiser makes no representations or warranties whatsoever with respect to the participation in the MyUNICEF Impact Challenge and shall not be responsible or liable for any issues and/or damages thereto or arising therefrom.

13. By participating in the MyUNICEF Impact Challenge, each participant agrees to indemnify, defend and hold the Organiser, its directors, officers, employees, affiliates, agents, contractors, licensors, related companies, agencies and sponsors harmless with respect to any claims arising out of the participant’s breach of these Terms and Conditions, the participants participation of the MyUNICEF Impact Challenge or any action taken by the Organiser as part of its investigation of a suspected violation of these Terms and Conditions or as a result of its finding or decision that a violation of these Terms and Conditions has occurred. The participant warrants and represents that it shall not take action or recover any damages from the Organiser, its directors, officers, employees, affiliates, agents,
contractors, licensors, related companies, agencies and sponsors as a result of the Organiser’s decision to remove or refuse to process any information or content, to warn the participant, to suspend or terminate the participant’s access to the MyUNICEF Impact Challenge, or to take any other action during the investigation of a suspected violation or as a result of the Organiser’s conclusion that a violation of these Terms and Conditions has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by these Terms and Conditions.

14. The Organiser reserves the right to vary, modify, amend or change these Terms and Conditions at any time without prior notice to any party.

15. The Organiser retains all proprietary rights to the intellectual property of materials produced by the Organiser to be used in the MyUNICEF Impact Challenge.

16. Please take note that all of the Organiser’s decisions are final, conclusive and binding, and each participant agrees to abide by the Organiser’s decisions.

17. The Organiser values your privacy. To find out how and why the Organiser processes your personal data, please read the Organiser’s Privacy Notice. By submitting this application, each participant agrees to allow the processing of personal data for the purposes and to the extent as stated.