

Tell us about your drawing

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Your name

Age

Email address

City

Country

IKEA Family/ smâles name

IKEA Family/ smâles membership number



# Terms and Conditions for All Participants

Ikano Handel Sdn Bhd. with corporate identity number 201301044794 (1074617-K) and registered office at 2 Jalan PJU 7/2, Mutiara Damansara, 47800 Petaling Jaya, Selangor, Malaysia ("IKEA"); and IKEA of Sweden AB with corporate identity number 556074-7551 and registered office at Tulpanvägen 8, 343 34 Älmhult, Sweden ("IoS"), are in collaboration organizing the IKEA Soft Toy Drawing Competition.

## Entry requirements

1. The IKEA Soft Toy Drawing Competition will be open online in Malaysia between the following dates: 19 November 2020 and 29 November 2020. This competition is open to children with parents and guardians who are IKEA Family Members or equivalent ("IKEA Family Members") or children who are småles members. Children may not be older than 12 years old to participate. IKEA employees and their immediate families are excluded from the competition.
2. IKEA reserves the right at any time to require any IKEA Family member that enters the competition to provide proof of identity and/or eligibility to enter the competition. If the participant is required to provide such evidence and fails to do so IKEA at its sole discretion may disqualify the participant from the competition.
3. No purchase or any other fee payment is necessary in order to participate in the competition.
4. All those intending to participate in the competition must have the consent of their parent or guardian to do so. Consent is presumed if the parent or guardian has followed the child at the competition and signed these Terms and Conditions for All Participants. The parent or guardian will also have to prove his/her membership in IKEA Family to an IKEA employee in charge of the IKEA Soft Toy Competition for the child to be able to participate in the competition. Parental supervision is also required during the participation of the competition.
5. Only one entry can be made by each individual child. A child participant cannot be assisted in his/her participation by parent, guardian or any third party. Any such entries will be disqualified. Late or incomplete entries will also be disqualified.
6. Each participant's drawing must be completed on A4 or letter sized white paper. Each participant and his/her parent or guardian must indicate on the back of the design the following information:
  - i. First name and age of the participant; and
  - ii. First and last name, contact information and the IKEA Family membership number of the parent or guardian.

## How to participate

7. IKEA will invite all participants to enter the competition by submitting a drawing online. The drawing template can be downloaded and submitted at [IKEA.my/Family/SoftToy](https://ikea.my/Family/SoftToy).
8. A short list of 50 drawings ("Store Level Finalists") will be put forward by the IKEA store to the IKEA Service Office. IKEA will decide and communicate the procedure for the election of the 50 Store Level Finalists.
9. Based on the Store Level Finalists a short list of 15 drawings ("Country Level Finalists") will be put forward by the IKEA Service Office. IKEA will decide and communicate the procedure for the election of the 15 Country Level Finalists.
10. The 15 Country Level Finalists from each participating country will be sent to IoS where a judging panel will select 6 winning international drawings ("Global Level Winners"). The judging panel consists of the soft toys product development team at IoS.
11. Criteria for electing the Global Level Winners are based on news value, uniqueness, commercial potential and possibility to manufacture as soft toys.

## Prizes

12. All store level entries will receive an e-diploma. Country Level Finalists will receive a RM150 IKEA gift card.
13. The Global Level Winners will receive one soft toy each created by IoS based on the Global Level Winners' drawings. There will be 6 Global Level Winners in total. Not all Country Level Finalists or Store Level Finalists will become Global Level Winners and therefore will not receive a soft toy from their own drawings.
14. All prizes are non-negotiable, non-transferable and non-refundable. No cash or credit alternatives will be given in exchange for the whole or any part of the prizes. IKEA reserves the right to substitute the prize with another prize or equivalent value. Any eventual tax debt that arises out of or in connection to the prize received shall be paid by the parent or guardian for the Global Level Winner in accordance with local legislation.
15. IKEA and/or IoS reserve the absolute right to select an alternate winner and award the prize to another participant in the event that IKEA and/or IoS have reasonable grounds to believe that a participant has acted in a way which is inconsistent and contrary with these Terms and Conditions for All Participants or has acted in a way which IKEA and/or IoS consider to be inappropriate, unlawful or offensive.
16. The Store Level Finalists, Country Level Finalists and Global Level Winners will be notified by e-mail and/or phone by IKEA.
17. IoS will select the 6 Global Level Winners. This decision is final. No correspondence on any matter concerning the election of the Global Level Winners will be entered into with any IKEA Family member.

## Liability and permissions

18. The promoter for this competition is IKEA. Any questions or queries regarding the competition should be sent to the IKEA Local Marketing Specialist on the following contact information: [\[customerservice.ikeamy@ikano.asia\]](mailto:customerservice.ikeamy@ikano.asia) [03 7952 7575]
19. IKEA and/or IoS do not accept responsibility for network, computer or software failures of any kind which may restrict or delay the sending or receipt of your e-mail. Proof of sending is not a proof of an e-mail receipt.
20. IKEA and/or IoS are not be liable for any loss arising from the postponement, cancellation, delay or change to the prize beyond its control or for any act or default of any third party supplier. IKEA and/or IoS do not exclude or limit liability in any way for death or personal injury arising out of our negligence or fraud or by unforeseen circumstances.

## Personal data

21. In order to enter into this competition, participants and their parents or guardians will be required to provide certain personal data. The parent or guardian acknowledges to have read and understood the content of the attached Privacy Statement, Appendix 1, in which it is described how the personal data is intended to be processed.
22. The parent or guardian is aware of that the child's first name, age and country, if selected Global Level Winner, will be published globally online e.g. webpages and social media as well as in printed media. This means that the child's first name, age and country will be transferred to countries outside the European Economic Area. Publishing online further means that IKEA will not be in complete control over the personal data as IKEA will not be able to prevent any individual from downloading and spreading the personal data.

## Intellectual Property Rights

23. IoS would like to base new product designs on the competition entries (drawings) from the 6 Global Level Winners and manufacture a limited product offer from these designs with the purpose to sell in all IKEA franchisee stores and IKEA franchisee online shopping (commercial use). For each sold soft toy from this limited product offer, IKEA will make a charitable donation, chosen by IKEA, that support children in need, children's development or play.
24. All competition entries must be the original work of the participant. Any intellectual property rights including but not limited to copyright and design rights in the drawings and the description of the creative process provided by participants, in the winning entries, and in the toys made, are transferred to and shall belong to IoS from the point at which the competition entries are provided to IKEA. IoS has the right to alter and adapt the original work in order to create the soft toys. The original work and any alterations and adaptations may be used by any IoS affiliate in marketing material irrespective of medium and form.
25. The participant will only be named by first name, if named at all, in connection with marketing. Any right to be named in connection with the sales and production of the soft toy is hereby waived.
26. The 6 Global Level Winners whose drawings are purposed for commercial use will have no rights in the designs or receive any remuneration, reward or other benefit as a result of the use of their design other than the prizes provided for in these Terms & Conditions for All Participants. IKEA will not develop products based on any of the non-winners in the competition. If any of the 6 designs is not possible to manufacture or commercialise, IoS reserves the right to remove this product and exchange it.

## Governing Law

27. The IKEA Soft Toy Drawing Competition and any dispute or claim arising out of or in connection with it, shall be governed and construed in accordance with laws of Malaysia.

Signature of parent/guardian

Name of parent/guardian

Place and date