

TERMS AND CONDITIONS

This Contest Terms and Conditions shall govern the Contest that is organized by the Trilateral Cooperation Secretariat (TCS). The Terms and Conditions shall be in addition to the terms as set out in the “Official Rules”. By entering the Contest, each Entrant agrees and warrants that his or her entry complies with all requirements set out in the “**Official Rules**” and “**Terms and Conditions**”. Entry and participation in the Contest shall be deemed an unconditional acceptance by the Entrants of the “Official Rules” and “Terms and Conditions”. Failure to satisfy these requirements, as determined in TCS’s sole and absolute discretion, may result in ineligibility with respect to all Entries submitted by or on behalf of the Entrants. TCS reserves the right to at any time, change, amend, delete or add to the “Official Rules” and “Terms and Conditions”, as well as other rules and regulations at its absolute discretion.

1. INTRODUCTION

1.1 The Contest in China Section (Beijing and Shanghai) and Japan Section begins Monday, March 25, 2013 at 9:00:00 a.m. Korea Standard Time (KST, UTC+9) and ends Monday, May 27, 2013, 9:00:00 a.m. (KST, UTC+9). The Brief Mechanism, Contest Language, Entry Procedure of the Contest is as set out in the “Official Rules”. Entrants must adhere to the mechanism of the Contest as may be briefed and communicated to Entrants by TCS from time to time during the Contest Period.

1.2 TCS reserves the right to vary, postpone or re-schedule the dates of the Contest or extend the Contest Period at its sole discretion. TCS reserves the right to terminate or suspend the Contest at any time should any cause beyond the control of TCS affect the administration, security, fairness, integrity or proper operation of the contest, or any other reason it deems appropriate, at its sole and absolute discretion. Such termination or suspension will not give rise to any claim by the Entrant.

1.3 TCS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Contest with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of TCS in all matters under its control is final and binding. If the Contest is resumed by TCS, the Entrant shall abide by TCS’s decision regarding resumption of the Contest and disposition of the Prizes.

2. GOVERNING LAW

THIS CONTEST IS VOID WHERE PROHIBITED. Entrants agree that the Contest shall be subject to and governed by the laws of the People’s Republic of China, Japan and the Republic of Korea. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to

judicial or any other procedure in case of disputes or claims resulting from or on connection with the Contest are hereby excluded and any entrant expressly waives any and all such rights. Certain restrictions may apply. Entries shall be void if TCS determines the short video/multimedia is not an original, or if the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

3. WARRANTIES AND LICENSES

3.1 By entering the Contest, The Entrant represents and warrants with TCS that, (a) the decisions of the Judges are final and binding with respect to all matters relating to the Contest; (b) the Entrant has met all the eligibility criteria and has the right, authority and power to enter into the Contest in accordance with “Official Rules” and “Terms and Conditions”, and shall provide such proof as TCS requires; (c) all the statements (if any and if so required) made by the Entrant to TCS are true correct accurate and complete.

3.2 The Entrant confirms that he/she has read and understood “Official Rules” and “Terms and Conditions” of the Contest and agrees to abide by the said rules, terms and conditions accordingly and agrees to cooperate and to follow all directions given to the Entrant.

3.3 The Entrant agrees that all Prizes to be awarded in the Contest is contingent upon the accuracy of the information provided and disclosures made by the Entrant and the full and complete performance of the Entrants warranties, undertakings and obligations hereunder.

3.4 The Entrant agrees that he/she, (a) shall not by act or omission, directly or indirectly bring TCS or the Sponsor into disrepute; (b) shall not without the prior written consent from TCS publish or disclose any information in connection with the Contest or Prize (including without limitation, to any representatives of media in any form whatsoever); (c) shall not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Contest or the Prize with any third party.

3.5 The Entrant agrees that his/her participation in the Contest does not entitle the Entrant to wages, salary or any other compensation.

3.6 In consideration of TCS offering to the Entrant the opportunity to participate in a Contest, the Entrant hereby unconditionally and irrevocably; (a) agrees that if so required by TCS, the Winner of Winner Entrant Team shall make himself/herself available (without compensation) for the production, recording and publicity of the Contest during the such time and production schedule as may be notified by TCS interview (which shall be recorded); and/or taking of still photos, audio and/or visual recording for promotions and publicity use.

3.7 The Entrant agrees and consents that, (a) TCS shall have right and absolute discretion to broadcast the recording and/or use the slogan, names or nicknames on any of its programmes/channels in whole or in part at TCS' discretion. All copyrights subsisting in the recording shall belong to TCS absolutely; (b) that where Entrants are required to submit any photographs, drawings, pictures, slogans, any materials or other creative works, including voice or video recordings (collectively "Intellectual Property") with the Entry, the Entrant warrants that all Intellectual Property Rights in such submission does not infringe any third party intellectual property rights; (c) The Entrant agrees that TCS reserves the right, at its sole and absolute discretion, to use and exploit the Intellectual Property via any means or media and in any manner and anytime that it deems fit without first obtaining any consent nor making any payment whatsoever to the Entrant and/or the Entrant Team and/or the Winner(s) and/or representatives.

3.8 By entering the Contests, all Entrants grant an irrevocable, perpetual, worldwide non-exclusive license to Authorized Parties: TCS and its partners, affiliates, subsidiaries, advertising agencies, agents – to reproduce, distribute, display and create derivative works of the Entries (along with a name credit) in connection with TCS and/or Contests and promotion of TCS and/or Contests, in any media now or hereafter known, including, but not limited to: display at the www.tcs-asia.org (TCS Website); publication online highlighting Entries or Winners of the Contest. Entrants consent to TCS doing or omitting to do any act that would otherwise infringe the entrant's "moral rights" in their entries.

3.9 By submitting an entry to the Contest, the Entrant Team gives TCS:

3.9.1 Permission for the Entry to be published on www.tcs-asia.org (TCS Website) and grant TCS a non-exclusive, royalty-free, worldwide license to use and publish the entry in electronic format (including on TCS website) and hard copy (including in TCS' publications), for purposes connected with the Contest, and to adapt the Entry to enable such publication (including to shorten or edit it for such purposes), and the Entrant Team hereby irrevocably waives, for the benefit of TCS, all moral rights in the entry to which the Entrant Team is entitled.

3.9.2 The right to use the Entrant Team and its member's name, photograph and town or city of residence for the sole purpose of identifying the author of the entry and/or as a finalist or winner of the Contest. Personal information shall be collected during registration process, utilized and/or disclosed solely for the Contest purpose only, unless disclosure is required by law or the Entrant Teams allow TCS to use the information.

3.10 Potential Winning Entrant Teams must agree to grant to TCS a non-exclusive license to publish and/or view short-video/ presentation and Entrant's name in any medium in connection with the Contest

and TCS, and sign any documentation required by TCS to effect or perfect such license. Each winner represents that he or she has all the rights necessary to grant this license. Each winner must agree in writing that his or her name, likeness, city, winning short-video/presentation digital file may be used by TCS for promotional and publication purposes without additional compensation. Before receiving prizes, each winner will be required to sign a release provided by TCS to this effect and obtain a release or permission from anyone with rights in the winning short-videos/presentations (such as artwork, trademarks or a person's likeness). Failure to provide such releases or permissions will result in entrant's disqualification in the Contest, and any prizes will be forfeited. NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY EMAIL, MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATE POTENTIAL WINNER ENTRANT TEAM.

4. DISQUALIFICATION

4.1 TCS reserves the right to disqualify Entrants and/or revoke the Prize (at any stage of the Contest) if:

(a) The Entrant are ineligible or does not meet any of the Eligibility Criteria; or (b) The Entrant breaches of the "Official Rules" and "Terms and Conditions", and other rules and regulations of the Contest or violated any applicable laws or regulations; or (c) in TCS's sole determination, it believes that the Entrant has attempted to undermine the operation of the Contest by fraud, cheating or deception.

4.2 In the event of a disqualification after the Prize has been awarded, TCS reserves the right to demand for the return of the Prize or payment of its value from the ineligible Entrant.

4.3 Whilst TCS will endeavor to conduct necessary verifications on the eligibility of Entrants, failure to disqualify any ineligible Entrants shall not be deemed a breach by TCS.

4.4 TCS reserves the right to verify the validity and originality of any Entry and/or Entrant (including an Entrant's identity and address) and to disqualify any Entrant/Entrant Team who submits an entry that is not in accordance with the "Official Rules" and "Terms and Conditions" or who tampers with the entry process. Failure by TCS to enforce any of its rights at any stage does not constitute a waiver of those rights.

5. THE ENTRY

5.1 Short Videos and Multimedia Presentations (The Entry) must be complete, accurate and sent to TCS vide the Mode and to the Address together with such other documents as may be required as set out in the "Official Rules". Entries must be received by TCS on or before the Entry Deadline as set out in the

“Official Rules”. Entries received after the stipulated time will be disqualified and ineligible for consideration for prizes.

5.2 By submitting the Entry, the Entrant shall be deemed to have read, understood, accepted and agree to be bound by the “Official Rules” and “Terms and Conditions” of the Contest.

5.3 Submission of the Entry Form and Contest Entry does not guarantee the Entrant the opportunity to participate in the Contest. TCS shall be entitled to reject or refuse participation by Entrants for reasons, including (without limitation) where the Entry is not complete or any provisions in the “Official Rules” and “Terms and Conditions” is not fulfilled or adhered to by the Entrant and/or the Entrant Team.

5.4 The Entry shall not contain elements of nudity, pornographic images or sexual themes, graphic violence, defamatory or libelous statements or material considered illegal or may contravene the laws of the People’s Republic of China, Japan and the Republic of Korea or materials likely to tarnish the image of TCS or bring TCS’ reputation into disrepute.

5.5 All Entries submitted shall be original and shall not infringe upon any right of any third party and/or violate any copyrights, patents, trade names, property or personal right or right of privacy or the moral rights of any third party. TCS shall not be responsible for any infringement of any third party rights and/or any violation of any law caused by the Entrant in failing to acquire and/or pay for the necessary rights/licenses to incorporate such third party material into the Entry. For the avoidance of doubt, it is the sole obligation of the Entrant to get consent and clearance from the copyright owner for any music, song or lyric included in the Entry that is not an original work of the Entrant. TCS does not approve, encourage or authorize any unauthorized use of copyrighted music of the rights holder. If so requested by TCS, the Entrant shall provide TCS with such rights clearance documentation.

5.6 The Entrant hereby waives and has obtained waivers of all rights (including moral rights) from all persons who have contributed to the production of the Entry (whole Entrant Team) and the underlying works to which the Entrant and/or the Entrant Team is, now or may in future, be entitled in any part of the world.

6. PRIZES

6.1 The prizes for the Contest shall be as set out in the “Official Rules” and “Terms and Conditions”. The Winner Entrant Teams’ names will be notified or announced by TCS by such mode and in such manner as set out in the “Official Rules” and “Terms and Conditions”. All prizes must be collected within the collection period and at such collection venue as set out in the “Official Rules” and “Terms

and Conditions”. Failure to claim prizes shall result in the prizes being forfeited by TCS and TCS, its agents, sponsors and representatives shall have no liability to the Winners in any respect whatsoever.

6.2 Where the prizes awarded non-cash prizes, the Entrant shall not be entitled to redeem the same for cash or other alternatives. TCS does not guarantee the availability of non cash-prizes and TCS shall be entitled to replace and/or substitute such prize(s) with any other prize(s) of similar value as determined by TCS, its agents or sponsors at its sole discretion.

6.3 All prizes are strictly not transferable, assignable exchangeable or redeemable by the Entrant in any other form or manner other than that specified by TCS. All specific or special terms and conditions that are attached to the prize, whether by TCS or its agent or sponsor must be adhered to by the Entrant. Prizes must be claimed in person unless TCS prescribes other mode of collection. Where TCS elects to post a prize to a Winner and/or Winner Entrant Team, no responsibility will be accepted by TCS for the safe and effective postal delivery of the prize.

6.4 The Entrant is responsible for any and all taxes payable as a result of a prize being awarded or received (if applicable). All territorial and local taxes, fees and surcharges and taxes (whether foreign or domestic, and including income, sales, and import taxes) on prizes are the sole responsibility of the prize Winners and/or Winner Entrant Team.

6.5 In the event that the selected Winner(s) and/or Winner Entrant Team(s) of any prize is/are ineligible, cannot be traced or does/do not respond within TEN (10) days to a winner notification as required by the prizes provisions above, or refuses the prize, the prize shall be forfeited and the Prize which will be dealt with according to the absolute discretion of TCS.

6.6 All prizes are accepted entirely at the risk of the Entrant. Prizes are awarded by TCS and/or sponsors without any warranty of any kind express or implied. The Entrant shall execute a deed of release and indemnity in a form prescribed by TCS, if so required, in order to receive the Prize.

6.7 Travel Prizes: If the Prizes awarded by TCS are travel prizes (“Travel Prizes”):

6.7.1 Travel Prizes must be taken in accordance with the dates and destinations specified by TCS, its travel agencies or sponsors failing which it shall be forfeited. No cash alternative or alternative destination will be offered by TCS, its agents or sponsor.

6.7.2 Travel Prizes must be taken in accordance with terms and conditions as may be set by TCS, travel agencies or sponsor including (without limitation) the following: (a) the terms and conditions respective airlines/carrier; (b) the terms and limitations of any insurance policy relating to the Travel

Prizes; (c) the terms and conditions in connection all health and safety guidelines and instructions and all applicable legal and regulatory requirements.

6.7.3 Winners (of the Winner Entrant Team) must hold a valid passport with at least SIX (6) months' validity period. It shall be the responsibility of Winners to obtain the necessary visa and other travel documents at their sole cost and expense. No compensation whatsoever will be given should the winner fail to obtain such documents, regardless of the circumstances.

6.7.4 It shall be the responsibility of Winners to obtain the necessary visa and other travel documents (if so required) at their sole cost and expense. Passport control and in-country authorities reserve the right to refuse entry. If the Winner of a Travel Prize is refused passage, entry or exit to or from the country being visited, TCS will not be responsible in any way to compensate the winner for such refusal of passage, entry or exit and any additional costs incurred will be at the sole cost and responsibility of the Winner.

6.7.5 In the event of unforeseen circumstances or circumstances outside the reasonable control of TCS and/or the sponsor, TCS and/or sponsor reserves the right to offer alternative destination of approximately similar value. No cash alternative will be offered.

6.7.6 Any flights, other transport, airport details, accommodation or other aspects of the Travel Prize, dates and times quoted by TCS, its agencies, sponsors or representatives are for guidance only and are subject to change without notice with no liability arising.

6.7.7 Unless otherwise specified, the class of travel for any Holiday Prize incorporating an airfare is economy class.

6.7.8 Travel Prize Winner must have sufficient financial resources to meet any financial commitment which they may incur in connection with the travel prize (including, without limitation, transfers to and from any airport specified in the travel prize, meals and drinks, room services, laundry, excess baggage, personal, medical and/or baggage insurance, all items of personal nature, custom tax and airport tax) beyond those included in the travel prize itself.

6.8 Ticket Prizes or other give-aways: If the Prizes awarded by TCS are in the form of free tickets or other forms of give-aways, Winner shall be bound by the event promoter's terms and conditions. In the case of ticket prizes, the winner must adhere to those terms and conditions set out on the ticket and the rules and regulations of the venue thereof.

6.9 Cash Prizes: Where applicable, cash prizes shall be issued to the winners in the form of cash (US Dollar). Cash prize winners of Winner Entrant Team will be responsible for all related banking charges (including outstation cheque charges) or all tax imposed on the Prize.

7. COSTS

The Entrant Team is responsible for the cost (if any) of creating Contest Entry and sending it to TCS, as well as all other costs associated with participation in the Contest. All costs incurred by the Entrant in relation to and/or with respect to the Contest including without limitation postal charges or Internet Service Provider (ISP) charges (if applicable), all transport costs, communication charges, accommodation, meal costs and other related costs incurred by the Entrant as a result of and/or pursuant to his/her participation in the Contest shall be solely borne by the Entrant. TCS shall not be under any obligation to reimburse the Entrant for any of such costs and expenses incurred thereof.

8. LIMITATION OF LIABILITY

8.1 By entering the Contest, the Entrant acknowledges that his/her participation in the Contest shall be at his/her own risks. All Entrants agree to release, discharge, and hold harmless TCS and its partners, affiliates, subsidiaries, advertising agencies, agents and their volunteers, employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in the Contest and/or any Contests-related activities, and in respect of any failure to win a Prize in the Contest, defective or misuse of Prizes, or any other loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Entrant during the Contest or arising out of or in connection with the Contest, the participation by the Entrant in the Contest and/or any Prizes awarded hereunder.

8.2 TCS will not be responsible or liable for any problem, loss or damage of whatsoever nature suffered by the Entrant or any party due to any delay and/or failure in receiving and sending a Entry as a result of any network, communication, Internet Service Provider or system error, interruption and/or failure experienced by TCS or the Entrant's telecommunication service provider and/or resulting from participation or the downloading of any materials in the Contest. In the event of such error, interruption and/or failure, TCS shall not be responsible or liable for any failure encountered by any Entrant to participate in the Contest or any failure encountered by TCS in fulfilling its obligations hereunder.

8.3 TCS assumes no responsibility for any error (including error in notification of Contest winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to Entries or Entry Forms, or Entries lost or

delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside TCS' control. TCS is not liable for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email Entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage, whether directly or indirectly, in whole or in part, to Entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in the Contest. Proof of sending (by post or email) will not be deemed to be proof of receipt by TCS.

9. DATA PRIVACY

9.1 Entrants agree that personal data, especially name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in "Official Rules" and "Terms and Conditions". The data may also be used by TCS in order to verify the entrant's identity, postal address, and telephone number or to otherwise verify the entrant's eligibility to participate in the Contests. Entrants have the right to access, review, rectify, or cancel any personal data held by TCS by e-mail to sociocultural@tcs-asia.org. Personal data will be used by TCS and its affiliates exclusively for the purposes stated herein.

9.2 TCS shall use and take care of any personal information of the Entrant Team as described in their privacy policies, and in accordance with data protection legislation. By entering the Contest, the Entrant Team agrees to the collection, retention, usage and distribution of personal information in order to process and contact for the purposes of the Contest as mentioned above.

10. GENERAL

10.1 TCS, its partners, agents, sponsors and representatives shall not be liable to perform any of their obligations in respect of the Contest.

10.2 All Entrants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. TCS shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by TCS.

10.3 All rights and privileges herein granted to TCS irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Entrants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Contest, the

production, distribution, exhibition and/or exploitation of the Contest and/or any product based on and/or derived from the Contest.

10.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the “Official Rules” and “Terms and Conditions” of the Contest.

10.5 The main language of the “Official Rules” and “Terms and Conditions” shall be the English language. Any translation to any other language than English shall be for convenience only. In the event of any inconsistency between this English language and any other languages, the English language version shall prevail and govern in all respects.