



## Terms of Use

1. This programme “**Cre8 by AIA**” or “**Cre8**” is organised and produced by AIA International Limited (a company incorporated in Bermuda with limited liability) acting through its Hong Kong branch (“**AIA**”) for individuals (including AIA’s employees and financial planners) who are Hong Kong permanent residents holding a valid Hong Kong Identity Card and aged 18 or above on the date of participation to participate voluntarily.
2. Cre8 is designed for individual participants to submit proposals based on their original ideas and own creativities (the “**Proposal**”) for consideration by AIA to win prizes. By submitting the Proposal to AIA in connection with Cre8, individual participant acknowledges that he/she has read and understood these terms and conditions governing the participation in Cre8 and submission of the Proposal (these “**Terms and Conditions**”) and agrees to be bound by these Terms and Conditions in their entirety. The effective date on which these Terms and Conditions apply to the Participant shall be the date on which the Participant submits the Proposal to AIA. AIA reserves the right and has the absolute discretion to amend, vary, supplement, change, delete or add any terms to these Terms and Conditions at any time without further notice.
3. “**Participant**” as used herein refers to the individual participant who accesses AIA’s online platform through cre8.com.hk, completes the required data fields by entering data into the system and submits the Proposal for participating in Cre8 between Hong Kong time 12:00:00 noon on 24<sup>th</sup> May 2022 and 23:59:59 on 15<sup>th</sup> August 2022 (“**Participation Period**”). After AIA successfully received the Proposal, a unique reference number will be sent to the Participant’s email address. The number is the only identifier of one being the Participant of Cre8.
4. Prior to submitting the Proposal, please ensure that all laws, rules and regulations have been complied with in the making of the Proposal.

### A. Judging and operation

5. A panel of judges will be selected at the sole discretion of AIA. All Proposals submitted to AIA will be passed to the selected judges for consideration. The Proposal will be judged according to the parameters in Clause 6 below and all Proposals will be judged with the same criteria and parameters so that the Proposals will be judged fairly. If the Participant does not receive any notification as specified in Clause 7 below, his/her Proposal is deemed not to have been selected for progressing into the next or final stage. In respect of such non-selected Participants, they shall cease to be a participant of Cre8.
6. The judges will review and rate the Proposals based on the following criteria:
  - (a) Your creation (e.g. Description of creation/products/projects/services and its innovation/creativity, if applicable): weighted 30%.
  - (b) How to make your creation comes true (e.g. Implementation, sales and marketing, operation and budget plan, timeline, if applicable; the possibility to implement the Proposal before June 2023): weighted 30%.
  - (c) How to sustain it (e.g. Personal/team development/training plan; allocation of Cre8 prize money; revenue model, plan of getting fund and sponsor, if applicable): weighted 40%.

Each Proposal will be rated at the sole discretion of the judges based on the above criteria. The decision of the judges shall be final and conclusive. Participants shall not have any rights to raise any objections to and/or appeal against the decision of the judges.

7. After the Participation Period, all Proposals will be considered but only two Proposals (“**Shortlisted Proposal**”) will be selected from each category, namely “Performance Creation”, “Design”, “Food and Beverage”, “Go Green” and “Innovation and Technology” (each, a “**Category**”). Once selected to progress into the next stage, the Participants of the Shortlisted Proposals will be notified by email in the last week of September 2022. The Participants of the Shortlisted Proposals will need to participate in the free mentoring session(s) with the mentors and judges and other marketing activities organised by AIA (or its designees). Any advice given by AIA (or its designees) and/or the judge will be for the Participants of the Shortlisted Proposal reference only and should not be treated as a promise or guarantee by AIA towards the results of Cre8.



8. After the mentoring session(s) has been held, the best Proposal from each of the five Categories will be selected from the Shortlisted Proposals. Five (5) Participants (each, a **“Winner”**) of the best Proposal will be notified by email and each Winner will be awarded a total amount of HK\$300,000 or an alternative prize of equivalent value in a prize presentation ceremony to be held in November 2022 to help them implement their Proposals. If the Winner does not attend the mentoring session(s), the prize presentation ceremony or any marketing activities for any reason, AIA reserves the right to forfeit the prize at the sole discretion of AIA, in which case, the Winner will not be awarded any prizes even if his/her Proposal is selected by the judges as the best Proposal.
9. If AIA decides to increase the value of the prize or grant more prizes of any value to more Participants (**“Awardee”**), the Awardees shall be subject to the same obligations as set out in these Terms and Conditions as the Winners regardless of the value of the prize.

## **B. Ownership and license**

10. The Participant shall retain the ownership of the Proposal.
11. By submitting the Proposal, the Participant hereby grants to AIA a non-exclusive, royalty-free, a right to sub-license to third parties and freely transferable license to promote and broadcast his/her Proposal, including but not limited to reproduce, distribute, prepare and make other work products from the Proposal and to display, adapt, reformat, translate, and otherwise exploit and perform all or any portion of the Proposal for any purpose whatsoever, worldwide for a period of 24 months from the date the Participant submits the Proposal.
12. The license granted to AIA in Clause 11 shall include:
  - (a) the right to promote and broadcast the Proposal internally and to the public in connection with Cre8:
  - (b) the advertising, marketing, promotion, merchandising and the exploitation of any rights in the Proposal and secondary and ancillary rights, and further promoting and broadcasting part or all of Cre8 (work products of Cre8 and the Proposal); and
  - (c) the distribution, marketing, promotion and exploitation of any rights in the Proposal through the Internet websites, mobile applications, television broadcasting, online platforms and any other media or technology available now and in the future through which AIA may distribute the contents of the Proposal (and work products of Cre8 and the Proposal) to third parties in any and all media formats and through any and all media distribution, advertising and promotional channels, without the need to seek any consent from the respective Participants.
13. The Participant acknowledges and agrees that AIA has access to the Participant’s original and own ideas, concepts, creativities, designs and other copyrighted materials in the Proposal so submitted to AIA and, in the event that the Participant enters into the mentoring session(s) as stipulated in Clause 7 above, AIA shall have access to the Participant’s new ideas that will be submitted to AIA from time to time in connection with Cre8. While the ideas, concepts and designs in the Proposal or the new ideas and concepts given in the mentoring session(s) under Clause 7 may be of commercial value, the Participant acknowledges and agrees that the Participant will not be compensated as a result of AIA’s use of the Proposal and the new ideas and concepts in the mentoring session(s) and the Participant waives and abandons all rights to claim against AIA for compensation.
14. The business, products, services and designs in the Proposal (if applicable) must be original, without copying any prior idea and work or infringing any intellectual property (**“IP”**) right of other third party.

## **C. Disqualification**

15. The Proposal and all other documents submitted by the Participant will be vetted by AIA (or its designees) and external assessors. If it is found that the Proposal involves lewdness, obscene, pornographic, violent, discriminatory (be it by racial discrimination, sexual discrimination, disability discrimination, family status discrimination or religion), false, inaccurate, outdated or misleading information, any form of plagiarism or infringement of IP rights or copyright of a third party, violation of these Terms and Conditions in whole or in part, the Participant is involved in or convicted of a criminal offence or is listed in the sanctions lists of competent international organizations, countries or jurisdictions, any act or behaviour of the Participant that may bring AIA into disrepute, the inability of the Participant to pay his/her debts or the bankruptcy of the Participant (each a **“Disqualifying Event”**), AIA reserves the right without prior notice to disqualify or reject, at its sole discretion, any Proposal from entering Cre8 selection process, cancel the Winner/Awardee status of the Participant, stop to provide the related support and services to the Participant and/or to request the Participant to repay the entire amount

of the prize to AIA. The Participant shall also indemnify AIA for any loss and damages suffered by AIA in connection with or arising from a Disqualifying Event.

**D. Discontinuation of Cre8**

16. AIA shall have the right, at any time, to terminate, cancel, delay, suspend or discontinue the Cre8 programme or suspend the Participant's right in these Terms and Conditions or to cease AIA's obligations hereunder by giving not less than three (3) days' notice to the Participants via cre8.com.hk or aia.com.hk.

**E. Representations and Warranties**

17. The Participant represents, warrants and agrees that:
- (a) the Participant is the copyright owner of the Proposal (if applicable) and has obtained all necessary consents from related parties (such as but not limited to the partners for the Proposal or other copyright owners) to submit the Proposal to AIA;
  - (b) the Proposal is created with the original ideas, creativities and works of the Participant and nothing in the Proposal infringes the IP rights of a third party, including but not limited to the background music and background scenes;
  - (c) where the Proposal contains personally-identifiable information of third parties, the Participant has obtained all necessary consents and releases from such third parties in the making of the Proposal;
  - (d) the Proposal has been made in accordance with all applicable laws, rules and regulations and the Participant has complied with all relevant laws of Hong Kong in participating in Cre8 (including but not limited to Personal Data (Privacy) Ordinance (Cap.486), Prevention and Control of Disease Ordinance (Cap. 599) and Copyright Ordinance (Cap. 528)) and neither the Proposal nor the Participant shall contravene any applicable laws, rules and regulations;
  - (e) the Participant shall, if required by AIA, produce all documentation, consents and releases to AIA to prove and confirm that the Participant has complied with these Terms and Conditions and the representations and warranties given hereunder;
  - (f) the Participant will attend the interview, the mentoring session(s), the prize presentation ceremony and other marketing initiatives organised by AIA (or its designees) on time, conduct themselves in a way that does not expose AIA to any risk and agree to assume all liabilities, losses and damage suffered by AIA attributable to their acts or omissions;
  - (g) the Participant shall use his/her best endeavours to complete the implementation of the Proposal by June 2023;
  - (h) during the twelve (12) months after receiving the prize, AIA will share a checklist of required information and the Participant shall follow the checklist to share progress of implementing the Proposal with AIA in writing every three (3) months;
  - (i) the prize is solely for assisting the Winners and Awardees in financing part of the operational and business cost of implementing the Shortlisted Proposals and should never be regarded as a source of financial income for the Participant or be used for any other purposes;
  - (j) if the Participant applies for other programme/funding during the twelve (12) months after receiving the prize, he/she shall inform AIA in writing by quoting their Cre8 reference number (as specified in the Clause 3) and full details by messaging Cre8 Instagram account (@Cre8hk) one (1) month in advance; and
  - (k) the Proposals submitted to AIA are free from computer virus, bugs, worms, trojan horses and other malware like any of the foregoing that could affect the computer system of AIA.
18. If the Participant intends to enter into any contract (both written or verbal agreement) with any person/partner/organisation/company to transfer, sub-licence, grant and/or sell any business, products, services and designs as specified in the Proposal, he/she should immediately inform AIA in writing and give AIA the first right to make an offer to the Participant to cooperate with the Participant and/or purchase (or sub-licence) the assets in the Proposal before the Participant enters into a binding agreement with any third party. If, after sixty (60) days of the notice of first right of refusal, AIA makes no offer or arrangement with the Participant, the Participant is free to make arrangement with any third parties.

## F. Collection and use of personal data

19. In connection with Cre8, AIA will collect and use the Participant's personal data for the purposes necessary to process the Participant's participation in Cre8, the administration of Cre8, the award of prizes in connection with Cre8, the Participants' protection against the risks and liabilities associated with participating in AIA events and to comply with any laws, regulations, guidelines, codes of practice or court orders binding on, or applicable to AIA.
20. The Participant hereby agrees to grant AIA the unrestricted right to collect, use, disclose, film, photograph and/or otherwise record the Participant's personal data, including but not limited to name, face, voice, conversation, likeness ("**Participant's Appearance**") and his/her Proposal (including the written plans, documents, oral presentation, questions/answers); mention or describe the Participant and Proposal and any other form of personal data for or in connection with Cre8.
21. AIA may disclose or transfer the Participant's personal data to any member of the AIA Group Limited companies (including subsidiaries and affiliates), AIA's designees, the selected judges, external assessors, third party service providers (each of the foregoing persons who support AIA in connection with the Cre8), third party personal data processors who processes personal data on behalf of AIA in connection with Cre8, regulators, government authorities, licensing bodies, financial institutions and/or legal advisors of AIA. Such persons may collect, use and process the Participant's personal data only as reasonably necessary to carry out the purposes described in Clauses 19 and 20. Any of the Participant's personal data may be processed in the manner described in Clauses 19, 20 and this Clause 21 and all personal data so processed may be returned to AIA for the purpose of the Cre8 programme.
22. AIA shall be under no obligation to exhibit or use the Participant's Appearance in any languages, media and to use/publish the materials in any medium. The Participant waives any right to charge, inspect or approve the proposed use of the Participant's Appearance. The copyright and IP right (if applicable) of all marketing materials are owned by AIA. AIA shall have the unrestricted and perpetual right to reproduce, edit and/or otherwise use all or any portion of Participant's Appearance for marketing, promotion and/or advertisement purposes.
23. Participant may choose not to provide AIA with his/her personal data, but failure to do so may inhibit AIA's ability to process your participation to become a Participant in Cre8. The Participant has the right to access and request the correction of his/her personal data. Please inform us by writing to [AIAHK.Compliance@aia.com](mailto:AIAHK.Compliance@aia.com) if the Participant would like to access, and request the correction of, his/her personal data. Any such request should clearly state the details of the personal data in respect of which the request is being made. AIA has the right to charge costs which are directly related to and necessary for the processing of any personal data access request.
24. To the maximum extent permissible by law, the Participant agrees to hold AIA harmless and covenants not to sue AIA (or its designees) with respect to any and all claims that may arise out of or in connection with the filming, photographing and/or recording of the Participant. If the Participant incorporates personal data of other individuals into their Proposal, the Participant shall inform the persons involved in the Proposal on the use and purpose of the collection their personal data and shall inform the persons involved that their personal data will be collected and used for the purposes as set out in these Terms and Conditions and transferred to AIA (or its designees), the judges, external assessors, third party service providers and third party personal data processors who processes personal data on behalf of AIA for the purpose of the Cre8 programme and these Terms and Conditions. The foregoing shall be an obligation on the part of the Participant and AIA shall deem that all Participants have given proper notice to the persons involved in the Proposal on the use of their personal data.
25. Apart from organising and producing Cre8, AIA is an authorised insurer in Hong Kong and it intends to use the Participants' personal data for direct marketing purposes in accordance with AIA PERSONAL INFORMATION COLLECTION STATEMENT which is available at:  
[https://www.aia.com.hk/content/dam/hk/pdf/privacy-statement/AIAHK\\_PIC\\_Statement\\_Eng\\_v2\\_20130501.pdf](https://www.aia.com.hk/content/dam/hk/pdf/privacy-statement/AIAHK_PIC_Statement_Eng_v2_20130501.pdf)  
If you agree on AIA's use of your personal data for direct marketing purposes, please tick the box provided on the registration page by giving us your consent to do so.



**G. General terms**

26. AIA shall not be responsible for any fees and/or costs incurred by the Participant for participating in Cre8 and AIA shall not be responsible for any loss or damages suffered by the Participants in connection with or arising from Cre8.
27. AIA reserves the right to interpret these Terms and Conditions. For any dispute arising from Cre8, AIA's decision shall be final and conclusive.
28. If for any reason the Cre8 programme cannot continue as planned after the launch date, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of AIA that corrupt or affect the administration, security, fairness, integrity, or proper conduct of Cre8, AIA reserves the right, at its sole discretion, to discontinue the Cre8 programme in accordance with Clause 16.
29. The Participant is obligated to comply with other requirements to participate in Cre8. AIA will be on reasonably best effort to notify Participant in written via Cre8.com.hk or email.
30. If for any reason the Participant has not complied with any of these Terms and Conditions or fulfilled any obligations, AIA may in its sole and absolute discretion, cancel the application status of the Participant, refuse to award the prize or require the Participant to repay the entire amount of the prize to AIA.
31. These Terms and Conditions shall be governed by the laws of Hong Kong. AIA and the Participant submit to the exclusive jurisdiction of the courts of Hong Kong.
32. The Participant's participation in Cre8 is an agreement between the Participant and AIA only based on these Terms and Conditions. Unless expressly provided in these Terms and Conditions, any person who is not a party herein does not have the right to enforce any provisions hereunder under the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

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Version as of 24 May 2022