

SHOPEE CODE LEAGUE 2022
Terms and Conditions
(“Competition Terms and Conditions”)

1. Introduction

Shopee Singapore Private Limited (“Shopee”) is organising a competition “Shopee Code League 2022” (the “Competition”) to be held from 14 March 2022 until 26 March 2022 (“Competition Period”).

The objective of the Competition is to reach out to tech talents across the region and engage them through tech online competitions. Any individual from the team that successfully enters and registers into this Competition under the terms and conditions herein shall be referred to herein as a “Participant” in such capacity.

Shopee Code League 2022 is a 2-week long online coding challenge consisting of two rounds of online algorithm questions and online training workshops open to all students and professionals across the region. The competitions are specially designed by the Shopee Engineering team. Participants must analyse the problem statements, draw insightful conclusions and solve the problems in a specified amount of time.

Not only will Participants get a chance to code to generate insights that solve real industry problems, Shopee Code League 2022 will also provide them with an opportunity to test their coding skills required in Shopee.

2. Entry Requirements

2.1 To enter the Competition, the Participants shall:

- a) be part of a team comprising of 3 Participants who may be of different nationalities;
- b) register their interest at careers.shopee.sg/codeleague (“Competition Website”) using the provided registration form;
- c) register for an account on HackerEarth using a standardised Shopee Code League 2022 username;
- d) register from 28 January 2022 to 28 February 2022 as specified on the Competition Website;
- e) provide any applicable personal information to complete such registration; and
- f) all data provided through the registration process must be complete, correct and provided in English.

2.2 Each team is only allowed to submit one (1) registration form and each Participant may belong to only one (1) team within the Competition.

2.3 Shopee will disqualify any incomplete or illegible entries that Shopee receives for registration. Shopee shall not be responsible for any late, lost or misdirected submissions, including delays and/or failure of any electronic or telecommunication systems due to (without limitation) technical faults and/or network disruptions/congestions or any technical or human error which may occur during the registration and/or administration of the Competition.

2.4 For the avoidance of doubt, submission of the registration form does not guarantee an individual an opportunity to participate in the Competition. Shopee reserves the right, in its sole and absolute discretion, to reject or refuse participation of any Participant even after successful

registration.

- 2.5 Upon successful registration, Participants from each team will receive a confirmation email. In the event a Participant fails to receive a confirmation email or would like to clarify his/her or his/her team's registration status, he/she may send a query via email to: tech.sg@shopee.com.

3. Eligibility of Participants

3.1 Participants shall:

- a) seek their parent's or legal guardian's permission prior to registering for the Competition if, at the point of registration for this Competition, they are (i) below eighteen (18) years of age; or (ii) eighteen (18) years of age or older but have not reached the age of majority in their legal place of residence;
- b) not be a current employee, intern, officer, or director and/or independent contractors of Shopee Singapore Private Limited and its affiliated entities ("Employee");
- c) not be an immediate family member (parent, sibling, spouse, child) of an Employee.

3.2 Pursuant to Clause 3.1(a), a parent or legal guardian must consent to the Participant's participation and agree to these Competition Terms and Conditions as evidenced by their signing of the Competition's Parental Consent Form which will be provided for in the confirmation email.

3.3 In the event that any Participant is found to be ineligible to participate in the Competition as specified in Clause 3.1 or are found to have gained insider information of the Competition, the team which the Participant is registered with shall immediately be disqualified and shall forfeit any Prizes the team has received from the Competition, where applicable.

4. Prizes

4.1 Prizes for the Competition ("Prizes") include:

- a) Singapore Dollar (SGD) cash prizes for the Top 15 teams are as follows:

Rank	Prizes	Rank	Prizes
1	SGD 10,000.00	9	SGD 800.00
2	SGD 6,000.00	10	SGD 800.00
3	SGD 3,000.00	11	SGD 500.00
4	SGD 800.00	12	SGD 500.00
5	SGD 800.00	13	SGD 500.00
6	SGD 800.00	14	SGD 500.00
7	SGD 800.00	15	SGD 500.00
8	SGD 800.00		

- b) Potential internship/full-time opportunities with Shopee. Actual placements are not

guaranteed and dependent on other various considerations.

- 4.2 Shopee shall not be liable for any unsuccessful efforts to notify the winning team of the Competition and Shopee reserves the right to select an alternate winning team should the applicable winning team of the Prizes be ineligible to receive such Prizes or is still unresponsive despite Shopee's reasonable efforts to notify them of their win.
- 4.3 Prizes are non-transferable, and the recipients of such Prizes shall be solely responsible for any applicable taxes related to such Prizes.
- 4.4 Except as required by law, Shopee makes no warranties, express or implied, for Prizes.

5. Competition's Structure

5.1 Competition

- a) There will be two rounds of online algorithm competitions held on 19 and 26 March 2022.
- b) The coding competitions will be held on HackerEarth. The rules and instructions to each online competition and online algorithm question may vary and such rules and instructions will be published accordingly.

5.2 Points System and Competition Leaderboard

- a) There will be points awarded for each round, based on the accuracy of the solutions.
- b) The time taken to solve the problems will also be taken into consideration for the team's ranking on the leaderboard.
- c) At the end of the Qualification round, the Top 100 teams will advance to the Finals.
- d) At the end of the competition, the Top 15 teams will be selected as the winning teams.
- e) In the event of a tie (i.e. teams having equal total accumulated points), the team that completed the problems in a shorter amount of time will be ranked higher.
- f) In the event of a tie (i.e. teams having equal total accumulated points and completed the problems at the same time), these teams will be ranked jointly on the Competition's leaderboard to which the subsequent rank(s) below will be left vacant depending on the number of teams ranked jointly. In essence, the position of all those teams that are ranked below the jointly ranked teams should be unaffected (i.e., a team only comes second if exactly one team scores better than them, third if exactly two teams score better than them, fourth if exactly three teams score better than them, etc.). Thus if Team A ranks ahead of Teams B and C which are jointly ranked ahead of D, then Team A gets ranked first, Team B gets ranked joint second, Team C also gets ranked joint second and Team D gets ranked fourth on the Competition's leaderboard.

6. Disqualification

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

7. Submission of Entries

7.1 Entries shall be submitted in the format and manner as specified by Shopee.

8. License by the Participants

8.1 Without expectation of compensation or other remuneration, now or in the future, Participant grants Shopee, its and its subsidiaries' and affiliates' agents, contractor and partners, an irrevocable, non-exclusive, royalty-free, worldwide, perpetual and sub-licensable license to use his/her image and likeness and/or interview statements from him/her in its publications, advertising or other media activities (including the Internet). This license includes, but is not limited to:

- a) the right to use the Participant's name;
- b) the right to interview, film, photograph, tape, or otherwise make a video reproduction of such Participant and/or record such Participant's voice; or
- c) the right to use quotes from any applicable interview(s) (or excerpts of such quotes), the film, photograph(s), tape(s) or reproduction(s) of such Participant, and/or recording of such Participant's voice, in part or in whole, in its publications, in newspapers, magazines and other print media, on television, radio and electronic media (including the Internet), in theatrical media and/or in mailings for marketing, publicity and promotional purposes.

9. Obligations of the Participants

9.1 Participant represents and warrants (where applicable) that he/she:

- a) will comply with all applicable laws in performing under these Competition Terms and Conditions;
- b) has full capacity, authority and legal right to agree to these Competition Terms and Conditions;
- c) has provided complete, truthful and accurate information and/or data during the registration process, profile creation and/or subsequent communication with Shopee, where applicable;
- d) will not attempt to undermine the legitimate operation of the Competition by providing false information;
- e) will not threaten, harass or display any threatening and/or harassing behaviour towards other Participants and/or Shopee (including its employees and representatives);
- f) will, from time to time, provide further information as required by Shopee within the specified timeframe;
- g) will not continue with participation in the Competition in the event such continued participation may affect his/her health or personal well-being;
- h) shall not use or access datasets provided by Shopee for the purpose of this Competition ("Shopee Data") for any commercial, gambling, or illegal purpose;
- i) shall not copy, modify, reproduce, license, sublicense, distribute, transmit, republish, exhibit, or display the Shopee Data and/or any other materials/content provided by Shopee arising out of and/or in connection with this Competition (except to the extent copying, modifying, reproducing or displaying is necessary and directly related to the Participants' participation in the Competition);

- j) shall not remove, obscure, or modify any copyright notices or other notices, designations, or attributions within the Shopee Data;
 - k) shall not, without the prior written approval of Shopee, take any photographs, audio or video recordings of any associated materials and/or content of the Competition, in particular, the training workshops;
 - l) shall not use any Shopee Marks or any copyright or other proprietary rights associated with the Shopee Data for any purpose without the express written consent of Shopee "Shopee Marks" means all names, trademarks, logos, symbols, designations, emblems, designs, and trade dress of the Shopee, together with all identifications, labels, insignia or indicia thereof; or
 - m) has all rights and ownership or is a licensed user of all algorithms, code and/or data used within his/her team's entries in this Competition.
- 9.2 Participant further represents and warrants that the content contained in his/her team's entries in respect of the Competition shall not:
- a) violate any rights of any third party;
 - b) contain any lewd, obscene and/or racist content;
 - c) violate any applicable law; and
 - d) contain any viruses, spywares and/or other harmful component, or otherwise impairs, interrupts or damages any equipment or any connected network, or interferes with a person's use or enjoyment of the same

10. Intellectual Property Rights

- 10.1 All intellectual property and proprietary rights in each team's entry shall belong to its Participants, save for Shopee's intellectual property embedded in such entry which shall remain the sole property of Shopee.
- 10.2 Each team's Participants grant to Shopee, its and its subsidiaries' and affiliates' agents, contractor and partners, an irrevocable, free, non-exclusive, royalty-free, worldwide, perpetual and sub-licensable license to (i) reproduce, distribute, transmit, create derivative works of, publicly display and their entries; (ii) to use, review, assess, test, and otherwise analyze the team's entries and all their content in connection with this Competition; and (iii) feature the team's entries and all their content in connection with the marketing, sale, or promotion of this Competition (including but not limited to internal and external presentations, trade shows, and screen shots of the competition entry process in press releases) in all media (now known or later developed);
- 10.3 Shopee grants to Participants for the Competition Period a non-exclusive, non-transferable and revocable license to use Shopee's Data solely in connection with the Competition. Participants shall not, without the prior written consent of Shopee, alter or modify or create derivative works of the Shopee Data or any of Shopee's intellectual property except as expressly set forth in these Competition Terms and Conditions.
- 10.4 Nothing in these Competition Terms and Conditions is intended to grant the Participant any rights to use any of Shopee's intellectual property, except as specified in these Competition Terms and Conditions.

- 10.5 Participant warrants that (a) his/her team's entry is their original work and (b) Participant has all rights and ownership or is a licensed user of all algorithms, code and/or data used within the Entry.

11. Indemnification and Limitation of Liability

- 11.1 Participant shall fully indemnify Shopee and hold Shopee harmless from and against any and all claims, actions, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses arising directly or indirectly from or in connection with (a) any breach by Participant of these Competition Terms and Conditions; (b) any failure of Participant to perform its obligations under these Competition Terms and Conditions in compliance with all applicable laws; (c) any violation of any rights of any third party related to Participant's Entry; and (d) Participant's fraud, negligence or wilful misconduct.

12. Termination

- 12.1 Shopee reserves the right to suspend or terminate the Competition at its sole discretion and at any time. The exercise by Shopee of its right to suspend or terminate the Competition shall not entitle the Participant to any fees, damages, claims for expenses or lost profits, or any other recourse in law or in equity in respect of such suspension or termination.

13. Force Majeure

- 13.1 Shopee shall not be liable to Participant or be deemed to be in breach of these Competition Terms and Conditions by reason of any delay in performing or failure to perform any of its obligations, if such delay or failure was due to any event or circumstances beyond Shopee's reasonable control.

14. Decision

- 14.1 All Participants and their team's entries may be subject to a due diligence review at any time for compliance with these Competition Terms and Conditions.
- 14.2 IN THE EVENT OF ANY DISPUTE REGARDING THE RULES, THE ELIGIBILITY, THE CONDUCT OR RESULTS OF THE COMPETITION, OR ANY OTHER MATTER RELATING TO THE COMPETITION, SHOPEE'S DECISION SHALL BE FINAL AND UNCHALLENGEABLE AND NO CORRESPONDENCE OR DISCUSSION SHALL BE ENTERED INTO, COMMENT ISSUED, OR REASON GIVEN IN RESPECT OF ANY DECISION MADE BY SHOPEE.

15. Confidential Information

- 15.1 "Confidential Information" means all information that Shopee deems to be confidential,
- 15.2 Participant will: (a) treat as confidential all Confidential Information of Shopee; (b) not disclose that Confidential Information to any third party; (c) not use that Confidential Information except in connection with performing its obligations or exercising its rights under these Competition Terms and Conditions.

16. Personal Data

- 16.1 Participant agrees to Shopee's collection, use and disclosure of its personal data for the purposes of contacting Participant or its authorised representative by phone call, SMS or email in relation to the Competition and/or any applicable internship or career opportunities with Shopee.

17. General

17.1 Not an Offer or Contract of Employment

a) Participant acknowledges that

- i. his/her participation is voluntary;
- ii. no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between him/her and Shopee or its affiliates and that no such relationship is established by his/her team's submission of an entry to the Competition; and
- iii. understand and agree that nothing in these Competition Terms and Conditions or an entry to the Competition or a Prize may be construed as an offer or contract of employment with either Shopee or its affiliates.

17.2 Amendments

Shopee reserves the right to amend these Competition Terms and Conditions from time to time at its sole discretion.

17.3 No Waiver

A failure by Shopee to exercise or enforce any rights conferred upon it by these Competition Terms and Conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times. Any express statement of a right of Shopee herein is without prejudice to any other right of Shopee expressly stated herein or arising at law.

17.4 Severability

If at any time any provision of these Competition Terms and Conditions shall be or shall become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Competition Terms and Conditions shall not be affected or impaired thereby, and shall continue in force as if such illegal, invalid or unenforceable provision was severed from these Competition Terms and Conditions.

17.5 Rights of Third Parties

A person or entity who is not a party to these Competition Terms and Conditions shall have no right to enforce or to enjoy the benefit of any term of these Competition Terms and Conditions.

17.6 Disclaimer

The Competition Website and all applicable content (including source codes) is provided on an "as is" and "as available" basis. Shopee disclaims all representations and warranties (express or implied), including any warranties of merchantability and fitness for a particular purpose. Shopee is not responsible for any incomplete, failed and/or delayed transmission of the Participants' registration and/or submission of information and/or Entries due to the Internet, including interruptions or delays caused by equipment or software malfunction or other technical problems. Shopee is not responsible for any damage to the Participants' laptops and/or mobile devices or such laptops' and/or mobile devices' software resulting from downloaded source code and/or content on the Competition Website and/or provided by Shopee. The usage of downloaded source code and/or content by the Participants are at their own risk.

17.7 Governing Law

These Competition Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore, and each Participant submits to the non-exclusive jurisdiction of the courts of Singapore.