

Shopee Ultimate Case Challenge 2022
Terms and Conditions
(“Competition Terms and Conditions”)

1. Introduction

Shopee (Philippines) Company Limited (“Shopee”) is organizing a competition “Shopee Ultimate Case Challenge 2022” (the “Competition”). Date of the competition is from 22 August 2022 at 10:00 hr (Philippine Local Time) to 25 November 2022 at 23:59 hr (Philippine Local Time) (“Competition Period”).

The objective of the Competition is a business case competition, designed to test the most inventive and innovative students with real-world problems.

Participants will get to demonstrate their business acumen and resourcefulness with their team, and create solutions that will make a difference in Southeast Asia, Taiwan and beyond.

2. Entry Requirements

2.1 Persons who are interested to enter the Competition shall form teams of 3 to 4 members (“Teams”) and:

- a) register at [<https://careers.shopee.ph/ShopeeUCC>] (“Competition Website”) using the provided registration form within the registration period as specified on the Competition Website;
- b) provide any personal and team information specified on the Competition Website to complete such registration (including the email addresses of each member); and
- c) ensure that all data provided through the registration process must be complete, correct and provided in English.

For the avoidance of doubt, the Competition is not open to individuals without a Team.

2.2 Participants are only allowed to register in one Team.

2.3 Each Team is only allowed to submit one (1) registration form. Each person who submits a registration form warrants and represents that he/she has the full authority to submit such form for and on behalf of his/her Team (and every member thereof), and shall ensure that his/her Team (and every member thereof) complies with the Competition Terms and Conditions.

2.4 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.

2.5 Each Team's submission of the registration form will constitute an automatic registration of such Team's participation in the Competition. However, Shopee reserves the right, in its sole and absolute discretion, to reject or refuse participation of any Team (or any member thereof) even after successful registration (including on the basis that the Team had submitted multiple registration forms, or that the same individual had attempted to register under multiple Teams).

2.6 Upon successful registration, each Participant in the respective Team will receive a confirmation email. In the event a Participant and/or Team fails to receive a confirmation email or would like to clarify the team's registration status, the Participant and/or Team may send a query via email to: campus.ph@shopee.com

3. Eligibility of Participants

3.1 Participants shall:

- a) not be a current employee (including intern), officer, or director and/or independent contractors of Sea Limited or any of its affiliates (including, but not limited to, Shopee);
- b) be a current undergraduate at a private or public local or overseas educational institution.
- c) be a Filipino citizen, whether residing locally or abroad.

3.2 Subject to Clause 3.4, in the event Participants are 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, such Participants shall immediately be disqualified, and such Participants shall forfeit any Prizes they have received from the Competition, where applicable.

3.3 Upon expiration of the Registration Period, no recomposition of the Teams will be allowed.

3.4 Shopee may, at its sole and absolute discretion, allow Participants under the age of eighteen (18) to participate in the Competition, (subject to such Participants having provided satisfactory evidence of parental consent for such Participants' participation in the Competition).

4. Prizes

4.1 Subject to the terms and conditions contained herein, the winning Teams of the Competition shall be awarded with the following prizes for the Competition ("Prizes"):

(a) First Prize: Fifty Thousand Pesos (PHP 50,000) with potential pre-placement interview for Global Leaders Program, Apprentice Program or Year-round internships at Shopee, whichever is applicable.

(b) Second Prize: Twenty-five Thousand Pesos (PHP 25,000) with potential pre-placement interview for Global Leaders Program, Apprentice Program or Year-round internships at Shopee, whichever is applicable; and

(c) Third Prize: Fifteen Thousand Pesos (PHP 15,000) with potential pre-placement interview for Global Leaders Program, Apprentice Program or Year-round internships at Shopee, whichever is applicable.

For the avoidance of doubt, the abovementioned placements in Shopee shall be subject to the satisfactory performance of the relevant Prize recipients during an interview with Shopee.

The decision of whether to offer Prize recipients such placement shall be at Shopee's sole and absolute discretion and Shopee shall not be required to provide any reasons for its decisions. Prizes shall be non-transferable.

4.2 Shopee reserves the right to select an alternate winner should the Team selected as the winner of a Prize be ineligible to receive such Prizes or are still unresponsive after Shopee's reasonable efforts to notify such winner of their win ("Ineligible/Unresponsive Team"). Each Team acknowledges and agrees that Shopee shall not be liable to any Ineligible/Unresponsive Team in such circumstances.

4.3 Shopee shall be responsible for any applicable taxes related to such Prizes.

5. Competition Structure

5.1 Registration

a) The opening date for registration is on 22nd August 2022 10:00 am (Philippine Time) and closing date for receipt of registration is 30th September 2022, 11:59 pm (Philippine Time).

b) The registration process shall be governed in accordance with Clauses 2 and 3.

5.2 Online Info Session and Opening Ceremony

a) One team member, or all if possible, is/are required to join the Online Info Session (on such date as may be notified by Shopee) to understand the competition flow and mechanics.

b) The preliminary case will be shared to the participating Teams during this session.

5.3 Preliminary Stage (Deck Entry)

a) Teams are required to submit a deck (“Deck Entry”) that encapsulates their proposal to solve the preliminary case.

b) Only one Deck Entry per Team is permitted.

c) The deadline for submission of Deck Entries will be on 10th October 2022 6:00 pm (Philippine Time). The date and time may be subject to change.

d) All valid Deck Entries received by the closing date will be reviewed by a panel of judges appointed at the sole and absolute discretion of Shopee. The panel will choose based on the criteria set forth. The decision of the judges shall be final.

e) The judging criteria will be using the following Likert scale: 1 = Poor, 2 = Fair, 3 = Good, 4 = Very Good, and 5 = Excellent, on the following competencies:

Analytical Thinking

- The ability to use causal relationships in deductive problem solving.

Business Sense

- Understanding of the company’s business direction.

Planning & Organizing

- Implementing strategies into work plans and setting priorities

Customer Focus

- High Orientation of enhancing customer satisfaction and building strong customer relationships

Presentation Skill

- Delivering effective and engaging presentations to the audiences

f) Shortlisted Teams will be notified via email.

5.4 Preliminary Stage (Video Presentation Entry)

a) Shortlisted Teams are required to submit a video presentation (“Video Entry”) that supports their previously submitted Deck Entry to solve the preliminary case.

b) Only one Video Entry per Team is permitted.

c) The deadline for submission of Video Entries will be on 21st October 2022 6:00 pm (Philippine Time). The date and time may be subject to change.

d) All valid Video Entries received by the closing date will be reviewed by a panel of judges appointed at the sole and absolute discretion of Shopee. The panel will choose based on the criteria set forth. The decision of the judges shall be final.

e) The judging criteria will be the same as Clause 5.3(e).

5.5 Mentor Matching Session

a) Shortlisted Teams (“Mentees”) from the previous round will be provided a new case study (“Main Case”) to work on and will be pre-assigned by Shopee team to a Shopee Team Leader (“Mentor”).

5.6 Mentoring Session

a) Mentoring sessions will run for three (3) weeks where Mentees and a Mentor will meet for two (2) one hour and 30 minutes sessions across these 3 weeks to consult and refine their solution.

b) Teams are required to prepare their initial proposal to the main case before setting up their meeting/consultation.

c) All consultation sessions will be done online and via Zoom meeting only.

5.7 Semi-Finals

a) Teams are required to submit a deck (“Semi-Final Entry”) that encapsulates their proposal to solve the main case, which was refined by their respective Mentors, prior the presentation the next day.

b) Only one Semi-Final Entry per Team is permitted.

c) Each Team members have to take turns in presenting their solution.

d) The deadline for submission of Semi-Final Entries will be on 17th November 2022 12:00 am (Philippine Time). The date may be subject to change.

e) All valid Semi-Final Entries received by the closing date will be reviewed by a panel of judges appointed at the sole and absolute discretion of Shopee. The panel will choose based on the criteria set forth. The decision of the judges shall be final.

f) The judging criteria will be:

Structure & Completeness (30%)

- Cover all the tasks and deliverables
- Able to add-on supportive agenda if needed

Analysis & Problem Solving Capability (30%)

- Extract key information from the data and identifying problems
- Able to generate key hypotheses and arguments, with logical reasoning
- Develop relevant and workable solutions for the problems identified
- Match Shopee's business focus

Plan Feasibility (20%)

- Develop a relevant, applicable, and reasonable step-by-step action plan
- Provide details of the initiatives including the stakeholders, relevant actions, and expected impact
- Include practical timeline, immediate actions, and back-up plans if needed

Communication efficiency (20%)

- Provide a written business plan and presentation slides with clear objectives, structural illustrations, and with supporting facts or data
- Communicate constructively
- Present the output in a clear and straightforward manner
- Time effectiveness

5.8 Grand Finals

a) Shortlisted Teams will be notified via email and will be required to present their final presentation to the Shopee Judges Team onsite in the Shopee Philippines office.

b) Teams with members who are not able to attend the final presentation may be subject to disqualification.

c) Each Team member must take turns in presenting their solution.

d) The judging criteria will be the same as 5.7(f).

6. Participation Requirements

By registering and participating in this Competition, each Team (and every member thereof) agrees to comply with these Competition Terms and Conditions at all times.

Shopee shall announce any updates and/or amendments to the rules and judging criteria of the Competition and any updates and/or amendments shall be deemed to be incorporated into these Competition Terms and Conditions.

6.1 Usage of equipment

Each Team shall obtain and use their own laptops and other necessary resources for the purpose of participating in the Competition.

6.2 No sharing outside of Teams

Each Team (and every member thereof) shall ensure that it does not share or otherwise disclose any proposals, submissions or other data in connection with the Competition with any person who is not part of such Team.

6.3 Original Work

Each Team (and every member thereof) shall ensure that all submissions (“Submissions”) must be the original work of such Team, and must not infringe the copyright and any other intellectual property rights of any third party. Teams who incorporate any design, images, writing, music, or other materials incorporating any intellectual property rights belonging to someone else must obtain the other party’s permission to do so. Shopee reserves the right to disqualify any Team (or revoke any Prize awarded to such Team) if Shopee has reason to believe that any third party intellectual property rights have been infringed by such Team’s Submissions.

7. Disqualification

Shopee reserves the right to disqualify any Team (or any member thereof) at its sole discretion if such Team (or any member thereof) is in breach of these Competition Terms and Conditions.

8. Mode of Submission

Teams shall submit all Submissions through Formstack (“Platform”).

Each Submission should include a write up and a visual illustration to back the Team’s proposal.

Content should include (but are not limited to):

- A presentation document of not more than 3 pages and,
- A zip folder of visual illustrations of not more than 10MB

Submissions submitted after the stipulated submission deadline shall not be accepted and Shopee reserves the final right to reject any Submissions in its sole discretion.

9. License by the Participants

9.1 Without expectation of compensation or other remuneration, now or in the future, Participant grants Shopee, its and its subsidiaries' and affiliates' agents, contractors 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;
- 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.

10. Obligations of the Participants

10.1 Each Team (and every member thereof) represents and warrants (where applicable) that such Team (and every member thereof):

- (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) all information and/or data provided during the registration process, profile creation and/or subsequent communication with Shopee, where applicable are complete, truthful and accurate;
- (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 provide further information as required by Shopee within the specified timeframe, from time to time;
- (g) will not submit more than one (1) registration form on behalf of his/her team for the Competition;
- (h) will comply with all provisions in these Competition Terms and Conditions.

10.2 Each Team (and every member thereof) further represents and warrants that the content of Submissions shall not:

- (a) violate any rights (including any intellectual property rights) of any third party;
- (b) contain any lewd, obscene, racist and/or otherwise objectionable content; and
- (c) violate any applicable law.

10.3 Each Team (and every member thereof) agree that they shall not:

- a) use or access datasets provided by Shopee for the purpose of this Competition (“Shopee Data”) for any commercial, gambling, or illegal purpose;
- b) copy, modify, reproduce, license, sublicense, distribute, transmit, republish, exhibit, or display the Shopee Data (except to the extent copying, modifying, reproducing or displaying is necessary and directly related to the Participants’ participation in the Competition);
- c) remove, obscure, or modify any copyright notices or other notices, designations, or attributions within the Shopee Data; or
- d) 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.

11. Intellectual Property Rights

11.1 All intellectual property and proprietary rights in each Team’s Submissions shall belong to such Team and their respective Participants, save for Shopee’s intellectual property embedded in such Submission which shall remain the sole property of Shopee.

11.2 Each Team grants to Shopee, its and its subsidiaries’ and affiliates’ agents, contractors and partners, an irrevocable, free, non-exclusive, royalty-free, worldwide, perpetual and sub-licensable license to use the Submissions for any promotional or commercial purpose and in any manner as Shopee may determine at its sole and absolute discretion (including to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform the Submission).

11.3 Shopee grants to each Team for the Competition Period a non-exclusive, non-transferable and revocable license to use Shopee’s Data solely in connection with the Competition. Teams 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.

11.4 Nothing in these Competition Terms and Conditions is intended to grant any Participant any rights to use any of Shopee's intellectual property, except as specified in these Competition Terms and Conditions.

11.5 Each Team warrants that each Submission is their original work and has all rights and ownership or is a licensed user of all visuals and/or data used within the Submission.

12. Indemnification and Limitation of Liability

Each Team (and every member thereof) 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 such Team (or any member thereof) of these Competition Terms and Conditions; (b) any failure of such Team (or any member thereof) 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 Team's Submissions; and (d) such Team's (or any member thereof) fraud, negligence or wilful misconduct.

13. Termination

Shopee reserves the right to terminate the Competition at its sole discretion and at any time. The exercise by Shopee of its right to terminate the Competition shall not entitle any Team (or any member thereof) to any fees, damages, claims for expenses or lost profits, or any other recourse in law or in equity in respect of such termination.

14. Force Majeure

Shopee shall not be liable to any Team (or any member thereof) 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.

15. Decision

Shopee's decision on all matters regarding the Competition is final and binding on all Participants and Shopee shall not be required to provide any reason or explanation for its decision. Any reason or explanation provided by Shopee is for information only, shall not be binding on Shopee and does not constitute any representation, warranty or undertaking as to future action or otherwise.

16. Confidential Information

16.1 “Confidential Information” means all information that is provided by Shopee to any Team (or any member thereof) in connection with the Competition, and shall include, but is not limited to, any Shopee Data and any other information that Shopee deems to be confidential.

16.2 Each Team (and every member thereof) will: (a) treat as confidential all Confidential Information of Shopee; (b) not disclose that Confidential Information to any third party; (c) not use the Confidential Information except in connection with performing its obligations or exercising its rights under these Competition Terms and Conditions.

17. Personal Data

Each Team (and every member thereof) agrees to Shopee’s collection, use and disclosure of personal data for the purposes of contacting Participants or their authorized representatives by phone call, SMS or email in relation to the Competition.

Each Team (and every member thereof) acknowledges that it has read and agrees to be bound by the terms of Shopee’s Privacy Policy as set out at <https://shopee.ph/docs/3591>.

18. General

18.1 Amendments

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

18.2 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.

18.3 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.

18.4 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.

18.5 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 warranty of merchantability and fitness for a particular purpose. Shopee is not responsible for any incomplete, failed and/or delayed transmission of the Teams’ registration and/or submission of information and/or Submissions 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 Teams’ (or any member thereof) 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.

The Teams (and every member thereof) understand and agree that travel contains some inherent element of risk of accident, illness, injury, loss or death. In no event will Shopee, its affiliates, or agents be liable for any harm, damage claim, loss or other action related to or arising out of any travel in connection with the Competition.

18.6 Governing Law

These Competition Terms and Conditions shall be governed by and construed in accordance with the laws of Philippines, and each Team (and every member thereof) submits to the non-exclusive jurisdiction of the courts of Philippines.