

I'M THE BEST CODER! CHALLENGE 2019
Terms and Conditions
("Competition Terms and Conditions")

1. Introduction

Shopee Singapore Private Limited ("Shopee") is organising a competition "I'm The Best Coder! Challenge 2019" (the "Competition") to be held on 12 October 2019 (TBC) ("Competition Period").

The objective of the Competition is to find the fastest, most accurate and efficient coder through analysing complex problem statements and real datasets to solve industry problems.

Participants will be asked to work on multiple rounds of algorithmic coding puzzles, which must be solved in a specified amount of time by using codes of any programming languages.

2. Entry Requirements

2.1 To enter the Competition, the Participants through their respective teams shall register their interest:

- a) at the [careers.shopee.sg/bestcoder] ("Competition Website") using the provided registration form;
- b) within the registration period as specified on the Competition Website;
- c) provide any applicable personal and team information to complete such registration; and
- d) 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 Each team is only allowed to submit one (1) registration form.

2.3 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 For the avoidance of doubt, submission of the registration form does not guarantee a team 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 and/or team even after successful registration.

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, he/she may send a query via email to: techsg@shopee.com.

3. Eligibility of Participants

3.1 Participants shall:

- a) be at least sixteen (16) years of age at the point of registration for the Competition; and
- b) not be a current employee (including intern), officer, or director and/or independent contractors of Sea Limited.

3.2 Subject to Clause 3.3, 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 Subject to Shopee's written approval which shall be at Shopee's sole discretion, Shopee may allow Participants under the age of sixteen (16) to participate in the Competition.

4. Prizes

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

- (a) First Prize: Singapore Dollars (SGD) Three Thousand Dollars (SGD \$3,000) with potential full time/internship placements at Shopee and a round trip ticket to visit the office of PT. Shopee International Indonesia;
- (b) Second Prize: Singapore Dollars (SGD) Two Thousand Dollars (SGD \$2,000) with potential full time/internship placements at Shopee; and
- (c) Third Prize: Singapore Dollars (SGD) One Thousand Dollars (SGD \$1,000) with potential full time/internship placements at Shopee.

For the avoidance of doubt, full time/internship placements of Prize recipients in Shopee, under this section shall be subject to the satisfactory performance of such 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.

4.2 Shopee shall not be liable for any unsuccessful efforts to notify a winner of the Competition and Shopee reserves the right to select an alternate winner should the applicable winners of the Prizes be ineligible to receive such Prizes or are still unresponsive after Shopee's reasonable efforts to notify such winner 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 Prizes shall not be sold or given away by their recipients.

5. Participation Requirements

By registering and participating in this Competition, the Participant agrees to comply with these Competition Terms and Conditions at all times.

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

5.1 Usage of equipment

Each Participant shall obtain and use their own laptop and each Participant is limited to one (1) laptop and charger for the purpose of participating in the Competition.

Data modelling and/or any relevant work in relation to the Competition shall be done on the Participant's laptop.

Participants shall adhere to any applicable code of conduct for their usage of any third-party platforms, and shall be responsible for any costs, fees or expenses incurred due to any excessive or inappropriate downloads or usage of such third-party platforms.

5.2 No sharing outside of teams

Privately sharing algorithms, codes and/or data for the purposes of the Competition, outside of the Participant's team is not permitted.

5.3 No hand labelling of data

Participants are not allowed to hand label Shopee Data (defined herein) provided to the Participants during the Competition Period. Shopee reserves the right to test the teams' source codes in their respective Entries to verify the authenticity of such Entry. Shopee reserves the right to revoke the teams' ranking if hand labelling is detected in any Entries of such team.

5.4 Team Size Limits

The team size shall consist of a minimum of 2 to a maximum of 4 Participants per team.

5.5 Team Category

The Competition category assigned to the team shall be dependent on the highest educational qualification among the Participants (For example, if a Participant in a team is a post-graduate/working professional while the rest are undergraduates, the Competition category assigned to such team shall be "Open").

5.6 Team Mergers

Mergers between teams may be permitted on a case by case basis as determined by Shopee at its sole discretion.

5.7 External Data

Usage of content, code and/or data made available on the Competition Website is permitted.

6. Disqualification

Shopee reserves the right to disqualify any Participants and/or teams at its sole discretion if such Participants and/or teams, where applicable is/are in breach of these Competition Terms and Conditions.

7. Mode of Submission

Teams shall submit their Entry through Kaggle ("Platform").

Entries shall be submitted in the format as specified by the Competition category.

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

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 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.

- 8.2 The winning team of the Competition shall license the winning Entry and the source code used to generate the Entry under an Open Source Initiative-approved license that in no event limits commercial use of such code or model containing or depending on such code.

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) 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 not engage in actions contrary to Clause 5.2; or
- (i) submits an Entry contrary to Clause 5.9.

9.2 Participant further represents and warrants that the content of Entries shall not:

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

9.3 Participants 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
- e) 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.

10 Intellectual Property Rights

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

10.2 Participant grants 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 reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform the Entry.

10.3 Shopee grants to Participants for the Competition Period a non-exclusive, non-transferrable and revocable license to use Shopee's Data solely in connection with the Competition. Participant 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 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) its 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.

9 Indemnification and Limitation of Liability

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.

10 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 Participant to any fees, damages, claims for expenses or lost profits, or any other recourse in law or in equity in respect of such termination.

11 Force Majeure

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.

12 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.

13 Confidential Information

13.1 "Confidential Information" means all information that Shopee deems to be confidential,

13.2 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.

14 Personal Data

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.

15 General

15.1 Amendments

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

15.2 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.

15.3 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.

15.4 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.

15.5 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 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.

The Participants 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 relation to or arising out of any travel in connection with the Competition.

15.6 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.