

USER EXPERIENCE RESEARCH CAMPAIGN 2023 - Up to RM500 TnG eWallet Credit Rewards Terms and Conditions (T&C)

Last updated: January 11, 2023

The Campaign for USER EXPERIENCE RESEARCH CAMPAIGN 2023 – Up to RM500 TnG eWallet Gifts (“**Campaign**”) is organised by Recruitopia Sdn Bhd Bhd (Company No. 202101011358).

1. Eligibility

1.1 The Campaign is open to business owners, Hiring Managers or HR Managers (“**Eligible Participant**”).

2. Details of the Campaign

2.1 The Campaign will run from 00:00 (GMT +8), 16th January 2023 and will end at 23:59 (GMT +8), 16th February 2023 (“**Campaign Period**”).

2.2 The Organiser reserves the right to shorten, change, revise or amend the Campaign Period.

2.3 **Four (4)** TnG eWallet Credit Rewards issued by Recruitopia within the campaign period.

3. Rewards

3.1 Upon completing all **Three (3)** sessions, you may be entitled to receive TnG eWallet Credit ("**Rewards**"). In advance of each session, you will be informed through email if completion of the sessions entitles you to a Reward.

3.2 TnG eWallet Credit Rewards Types:

- a. RM500 for First Top 5. The First Top 5 is refers to a 1st-5th place.
- b. RM100 for Next Top 5. The Next Top 5 is refers to a 6th-10th place.
- c. RM50 for Next Top 10. The Next Top 5 is refers to an 11th-20th place.
- d. RM5 for Runner-Up. The Runner-Up is refers to 21st place and above.

3.3 Any reward shall be made within **Thirty (30)** days from the date of the research (survey, testings, and interview) session completion.

4. Your Role as a Participants and Business Owner/Hiring Manager/HR Manager with Recruitopia

4.1 As a Participants and Business Owner/Hiring Manager/HR Manager, you are a user of our Platform. Our Platform connects you with recruiters referring candidates for hire. As a Participant, you are operating as a participant in market research. Recruitopia does not employ you.

4.2 Nothing in this Agreement will be construed to make you an agent, employee, partner or legal representative of or joint venture with Recruitopia. You will not be entitled to any employment-related benefits and are solely responsible for your taxes.

5. Information Collected

5.1 Participants information

5.1.1 We care about the privacy of Participants. When you fill out survey and test our platform, register with Recruitopia to become a User, or complete a Test, Recruitopia will receive and collect information about you, which may include, but is not limited to:

- a. Personally identifiable information such as your name, email address or other identification, contact and account information
- b. Demographic information such as age range, employment status and
- c. other information that we may request to facilitate the completion and analysis of Tests (collectively, “**Participant Information**”)

5.1.2 You represent that the Participants’ Information that you provide to Recruitopia will be accurate and complete.

5.2 Recordings

5.2.1 You understand and agree that Usability Website Testing & User Testing and User Journey Interview that you participate are captured in a Recording and that the Recording may include video or photographic recordings of your face, audio recordings of your voice, recordings of your screen, text inputs, recordings of interactions with your device, and recordings of interactions with your surroundings, provided that all such information capture will only occur in connection with testings and interview sessions.

5.2.2 You further understand and agree that where the testings and interview sessions are created by participants, Recruitopia will keep the recording of that testings and interview sessions to Recruitopia’s User Experience Research Team for the Researchers’ use.

5.3 Participant Content

5.3.1 Recruitopia makes Recordings of the Testings & Interview you participate and may also collect other content such as comments, suggestions and ideas you post to or send over, the User Experience Research, whether in response to testings and interview prompt or otherwise. This content, together with Recordings, is referred to in these Terms of Service as “**Participant Content**”.

5.3.2 You represent and warrant the following:

5.3.2.1 You have obtained and are solely responsible for obtaining all consents as may be required by law to provide any Participant Content relating to third parties.

5.3.2.2 Your Participant Content and Recruitopia's use thereof as contemplated by this Agreement and the Research will not violate any law or infringe any rights of any third party.

5.3.2.3 Recruitopia may exercise the rights to your Participant Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

To the best of your knowledge, all your Participant Content and other information that you provide to us is truthful and accurate.

5.4 Privacy

5.4.1 For information on how your Participant Information and the Participant Content may be used, please see our Privacy Policy.

6. Ownership and Proprietary Rights

6.1 Assignment of Testings & Interview Results to Recruitopia

6.1.1 In consideration for your participation in the User Experience Research and where a Reward is provided, your receipt of such Reward, you hereby assign to Recruitopia all right, titles, and interest you have in and to all results of your Testings and Interviews, including the Recording and your Participant Content ("**Test Results**"), provided that non-assignable moral rights are waived. You agree to take any action reasonably requested by Recruitopia, at Recruitopia's expense, to evidence, perfect, obtain, maintain, enforce, or defend such assigned rights.

6.1.2 You acknowledge and agree that Recruitopia will keep Recordings of the testings and interview sessions to Recruitopia's User Experience Research Team for the Researchers' use.

6.1.3 You acknowledge and agree that Recordings of the testing and interview sessions by Recruitopia may be publicly displayed or distributed by Recruitopia. These Tests will be identified in the research. You will be given a chance to opt-out of including Recordings of Testings and Interview you completed in such public display or distribution.

6.1.4 You may submit comments or ideas about the Research, Testing or Interview, including without limitation about how to improve the Research, Testing, Interview or our other products or services ("**Ideas**"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Recruitopia under any fiduciary or other obligation and that we are free to use the Idea without any additional compensation to you and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Recruitopia does not waive any rights to use similar or related ideas previously known to Recruitopia, developed by its employees, or obtained from sources other than you.

6.2 Use of and Limited Licence to the Research

6.2.1 For information on how your Participant Information and the Participant Content may be used, please see our Privacy Policy.

6.2.2 You acknowledge and agree that all content, designs, features, functions, elements and aspects of the User Experience Research campaign are the exclusive property of Recruitopia or its licensors and may be protected by applicable intellectual property and other laws.

6.2.3 Subject to the provisions of this Agreement, Recruitopia grants to you a personal, non-sublicensable, nonexclusive, non-transferable, freely revocable, limited licence to use the Research as permitted by the insights or data of the Research solely to conduct Tests & Interviews on behalf of Recruitopia and Participants, and in accordance with any documentation or instructions supplied by Recruitopia or such Participants. Recruitopia may terminate this licence at any time for any reason or no reason.

6.2.4 Except as expressly provided in this Agreement, nothing provided in connection with Tests and Interview shall be construed as conferring upon you any licence under any of Recruitopia's, Participants', or any other party's Intellectual Property Rights, whether by estoppel, implication, waiver, or otherwise. Recruitopia reserves all rights not expressly granted herein in the Platform and any related content.

6.2.5 For this Agreement, "**Intellectual Property Rights**" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

7. Your Obligations

7.1 Confidential Information

7.1.1 When you access the Platform, you will be shown or exposed to both Customer Confidential Information and Recruitopia Confidential Information.

7.1.2 "**Participant Confidential Information**" means the Tests & Interviews developed by a Participant, non-public information about a Participant's brand, design, content or current or potential offering, and the fact that the Participant attends the Tests & Interviews to be completed during the User Experience Research Session.

7.1.3 "**Recruitopia Confidential Information**" means all non-public content, designs, features, functions, elements and aspects of the Research, and the Tests & Interview Results.

7.1.4 Participant Confidential Information and Recruitopia Confidential Information are referred to in these Terms of Service collectively as "**Confidential Information**".

7.2 Your Obligation of Confidentiality Information

7.2.1 You agree not to disclose Confidential Information to anyone other than Recruitopia or the Participant who developed the Tests & Interview giving rise to the Confidential Information.

7.2.2 You agree not to use Confidential Information for any purpose other than completing the Tests & Interviews you have accepted and assigning the Tests & Interview results to Recruitopia.

7.2.3 Notwithstanding the foregoing, you may disclose Confidential Information to the extent required by a court of competent jurisdiction or other applicable governmental authority or as required by applicable law.

7.2.4 You agree and acknowledge that your breach or threatened breach of this provision may result in irreparable harm to Recruitopia or a Participant, for which money damages would be an insufficient remedy, and therefore that Recruitopia or such Participant will be entitled to seek injunctive relief to enforce the provisions of this section.

7.2.5 As a third-party beneficiary to this Agreement, a Participant may enforce these confidentiality obligations against you directly. In some cases, a Participant may also require that you sign a separate non-disclosure agreement directly with them.

8. Security and Password

8.1 You understand that Recruitopia takes steps to ensure that your Information is treated securely, but no Internet transmission or method of electronic storage is 100% secure or error-free. You acknowledge and agree that Recruitopia cannot guarantee the security of any information provided by you and that you provide information at your own risk. You are responsible for maintaining the confidentiality of any usernames and passwords associated with your account and for monitoring all activity under your account. You are responsible for all activities, acts, or omissions under your account, and you agree to assume full responsibility for any such activities, acts, or omissions. If you become aware of any unauthorised use of your password or your account, you should notify Recruitopia immediately at the email address provided at the end of this Agreement.

9. Restricted Activity

9.1 You are not permitted to do any of the following (each a “**Restricted Activity**”):

- a.** disclose or share your Recruitopia account login information with any third party;
- b.** create more than one account on the Platform (website & web app);
- c.** knowingly provide inaccurate information through the platform (website & web app) and the User during the User Experience Research campaign;
- d.** use the platform (website & web app) for the benefit of anyone other than Recruitopia or the Participants for which you are completing Tests & Interviews;
- e.** sell, resell, licence, sublicense, distribute, make available, rent or lease the platform website & web app) in a service bureau or outsourcing offering;
- f.** use the website & web app in violation of applicable law or regulation or the Content Policy;
- g.** interfere with or disrupt the integrity or performance during the User Experience Research campaign or any data or information contained therein;
- h.** attempt to gain unauthorised access to our platform (website & web app) and during the User Experience Research campaign or its related systems or networks;
- i.** copy the User Experience Research campaign or any part, Tests, Interview, Feature, Function, User Interface, thereof;
- j.** frame or mirror any part of the User Experience Research campaign;
- k.** access or use the Platform in order to build a competitive product or service or to benchmark with another product or service;
- l.** engage in fraudulent, obscene, harassing, or illegal conduct during the User Experience Research campaign; or
- m.** copy or take screenshots/videos of any Tests & Interviews or any part during the User Experience Research campaign.

9.2 You may forfeit your right to receive a Reward by engaging in any of the above Restricted Activities. In addition, Recruitopia may suspend or terminate your nomination if it determines that you have engaged in any Restricted Activity.

9.3 You understand and agree that Recruitopia may monitor all use during the User Experience Research campaign for security, operational, improvement and performance purposes.

10. Other Terms and Conditions

10.1 Termination

10.1.1 Recruitopia reserves the right to terminate your participation and nomination to the User Experience Research campaign at any time and for any reason.

10.2 No Endorsement

10.2.1 NO ENDORSEMENT OF OR PARTICIPATION BY ANY THIRD PARTY SHOULD BE INFERRED DUE TO ANY REFERENCE TO THAT THIRD PARTY OR INCLUSION OF DATA RELATING TO THAT THIRD PARTY IN CONNECTION WITH TESTS & INTERVIEWS.

10.3 Limitation of Liability

10.3.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF WARRANTY, OR OTHER THEORY (A) FOR LOSS OR INACCURACY OR CORRUPTION OF DATA, OR (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, OR (C) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST REVENUES, LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED PARTIES' AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED THE GREATER OF RM500 OR THE AMOUNT PAID OR PAYABLE TO YOU FOR YOUR COMPLETION OF THE TESTS & INTERVIEW AND DELIVERY OF THE TESTS & INTERVIEW RESULTS.

10.3.2 YOU FURTHER AGREE THAT THE LIMITATIONS OF LIABILITY ABOVE WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10.4 Third-Party Links and Information

10.4.1 The survey platform and our platform (website or web app) may contain links to third-party materials that are not owned or controlled by Recruitopia. Recruitopia does not endorse or assume any responsibility for third-party sites, information, materials, products, or services. If you access a third-party website or service from the survey platform and our platform (website or web app) or share any content you develop on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement, including Recruitopia's Privacy Policy, does not apply to your use of such sites. You expressly relieve Recruitopia from any liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the survey platform and our platform (website or web app, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Recruitopia shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

11. General Terms

11.1 Entire Agreement

11.1.1 This Agreement constitutes the entire agreement between you and Recruitopia relating to the subject matter of this Agreement and shall completely replace any prior agreements, oral or written, between you and UserTesting in relation to you acting as a Contributor.

11.1.2 This General Campaign Terms and Conditions shall apply to all ongoing and future campaigns by Recruitopia and shall be deemed and read as an integral part of each campaign's terms and conditions. Any reference in this document to the Terms and Conditions shall be in reference to both the General Campaign Terms and Conditions and each campaign terms and conditions unless stated otherwise.

11.2 Changes to this Agreement

11.2.1 Recruitopia reserves the right to discontinue the User Experience Research campaign at any time or otherwise make changes to the campaign at any time, without notice, and without liability to you.

11.2.2 Recruitopia reserves the right to amend, delete, or vary this General Campaign Terms and Conditions and each individual campaign terms and conditions at its sole discretion by giving **Five (5)** days prior notice of such amendment, deletion or variation, and the user shall be bound to such changes. Such notice shall be posted on the Recruitopia website or by email.

11.2.3 Recruitopia's decision shall be final. Any correspondence pertaining to the decision made by Recruitopia will not be entertained.

11.3 Waiver, Severability, Non Assignability

11.3.1 Recruitopia's failure to exercise or enforce any legal right or remedy, or provision of this Agreement (or which Recruitopia has the benefit of under any applicable law) will not constitute a waiver of such right, remedy, or provision. In the event that any of the provisions of this Agreement is found by a court, arbitrator or other tribunals of competent jurisdiction to be invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that the other provisions of this Agreement remain in full force and effect. You may not assign or delegate any rights or obligations under this Agreement, and any such attempted assignment or delegation shall be void and without effect. Recruitopia may freely assign or delegate all rights and obligations under this Agreement, in whole or part.

11.4 Dispute Resolution; Mutual Arbitration Agreement with Class Action Waiver

11.4.1 As an initial matter, if you have a dispute with Recruitopia, please contact hello@recruitopia.com so that we may attempt to resolve the issue.

11.4.2 This section contains an arbitration agreement, which, with limited exception, requires you and Recruitopia to submit disputes and claims to binding and final arbitration on an individual basis. Please read it carefully, as it affects your legal rights.

11.4.3 You and Recruitopia mutually agree to waive your respective rights to resolution of all disputes or claims covered by this arbitration agreement in a court of law and instead agree to resolve any disputes and claims by binding arbitration on an individual basis

11.4.4 To the fullest extent permitted by applicable law, you and Recruitopia agree to arbitrate any and all disputes, demands, claims, or controversies (collectively, "**claim**" or "**claims**") relating to, arising from or regarding this Agreement your participation on the Platform, Tests or your relationship with Recruitopia, including claims by Recruitopia, claims against Recruitopia, and claims against any current or former parent, affiliate, subsidiary, successor or predecessor of Recruitopia, and each of Recruitopia's and these entities' respective officers, directors, owners, agents or employees. To the fullest extent permitted by applicable law, this includes, but is not limited to, claims of discrimination, harassment, retaliation, breach of contract, wrongful termination and unfair competition, worker misclassification claims, compensation claims, wage and hour claims, tort claims, common law claims, and claims based upon any federal, state or local ordinance, statute, regulation or constitutional provision. Participants/ Customers are third-party beneficiaries of this arbitration agreement

11.4.5 You and Recruitopia agree that nothing in this arbitration agreement is intended to prevent either party from seeking and obtaining temporary or preliminary injunctive relief in court to prevent irreparable harm to their confidential information or trade secrets pending the conclusion of any arbitration.

11.4.6 This arbitration agreement does not apply to claims that have been expressly excluded from arbitration by a governing law not preempted by the Federal Arbitration Act. This arbitration agreement does not restrict or preclude you from communicating with, filing an administrative charge or claim with, or providing testimony to any governmental entity about any actual or potential violation of law or obtaining relief through a government agency process.

11.4.7 To the fullest extent permitted by applicable law, you and Recruitopia agree that claims shall be resolved on an individual basis only and not on a class, collective, or representative basis on behalf of other individuals to the fullest extent permitted by applicable law ("**Class Waiver**"). Any claim that all or part of the Class Waiver is invalid, unenforceable, unconscionable, void or voidable may be determined only by a court. In no case may class, collective or representative claims proceed in arbitration on behalf of other individuals.

11.4.8 This Terms and Conditions shall be governed by the laws of Malaysia, and any dispute arising out of or in connection with the campaign shall be referred to the exclusive jurisdiction of Malaysian Courts.

11.4.9 Any promotion-related claims shall be made within **Sixty (60)** days from the date of the transaction.

11.4.10 This arbitration agreement is enforceable under and governed by the Federal Arbitration Act. In the event that any portion of this arbitration agreement is held to be invalid or unenforceable, any such provision shall be severed, and the remainder of this arbitration agreement will be given full force and effect. This arbitration agreement shall survive the termination of the parties' relationship.

11.5 Communications

11.5.1 You agree that Recruitopia may communicate with you electronically or telephonically regarding this Agreement, Tests, Interviews, security, privacy, and administrative issues. If Recruitopia learns of a security system breach, it may attempt to notify you electronically by posting a notice on the Site, sending an email to you, or contacting you via any other means of communication for which you have provided contact information. You may have a legal right to receive a notice of breach in writing. To receive free written notice of a security breach or to withdraw your consent from receiving electronic notice, please contact us via the contact information provided at the end of this Agreement.