

TERMS AND CONDITIONS OF “unifiTV x SPOTV - MotoGP Watch and Win iContest” CONTEST

This “unifiTV x SPOTV - MotoGP Watch and Win iContest” (hereby known as “Contest”) is organized by Telekom Malaysia Berhad (Company No. 198401016183 (128740-P)) (hereby known as “TM”). Please read the following Terms and Conditions for the Contest (hereinafter referred to as “Terms and Conditions”). By entering and participating in this Contest, You (which shall be interchangeably referred to as “Contestant”) are deemed to have read, understood and agreed to be bound by these Terms and Conditions.

1. SPONSOR FOR THE CONTEST

The prize for this Contest is sponsored by SPOTV MEDIA PTE LTD. (hereinafter referred to as “Sponsor”).

2. ELIGIBILITY

2.1 This Contest is open to:

- (i) All residents of Malaysia above the age of 18 years old (including permanent residents or expatriates who are currently living in Malaysia) who are subscribers of unifi TV except for the following:
 - (a) Permanent and/or or contract employees of TM (including its subsidiaries and related companies) and their immediate family members; and
 - (b) Representatives and/or agents (including advertising and promotion agents) of TM and its subsidiaries and related companies, and their immediate family members. For the avoidance of doubt, the term “immediate family members” shall refers to children, parents, spouses, brothers and sisters of the above group of individuals. Should any person listed above is identified as the Contestant, such person will be automatically disqualified from the Contest.

3. CONTEST PERIOD

- 3.1 The Contest will commence and run from **20 March 2022** until **30 April 2022** (hereby referred to as “Contest Period”).
- 3.2 TM may, at its sole and absolute discretion, extend or hold the Contest Period at any time without any prior notice (hereby known as the “Extended Period”). Any participation in the Contest during the Extended Period (if any) is governed by these terms and conditions which shall remain in full force and effect and shall be read and construed to be enforceable.

4. HOW TO PARTICIPATE

- 4.1 The Contestant is required to do the following to participate in the Contest:

Step 1: Standby and catch the Selected Shows on SPOTV (CH 706) on unifi set-top-box (STB) or unifi Plus Box. For avoidance of doubt, the term “**Selected Shows**” shall refer to 2022 MotoGP: Pertamina Grand prix of Indonesia, 2022 MotoGP: Gran Premio Michelin dela Republica Argentina, 2022 MotoGP: Redbull Grand Prix of the America & 2022 MotoGP: Grande Premio de Protugal Race in which the airtime details are as per Table 1 below:

List of Selected Shows	Airtime
2022 MotoGP: Pertamina Grand prix of Indonesia	Premiere: Sun, 20 Mar, 3:00 PM
2022 MotoGP: Gran Premio Michelin dela Republica Argentina	Premiere: Mon, 4 Apr, 2:00 AM
2022 MotoGP: Redbull Grand Prix of the America	Premiere: Mon, 11 Apr, 3:00 AM
2022 MotoGP: Grande Premio de Protugal Race	Premiere: Sun, 24 Apr, 9:00 PM

Table 1

Note: All of the live events subject to changes

- Step 2:** Login to your unifi TV account on unifi PlayTV app to participate in the Contest and scan the QR code via unifi PlayTV QR scanner that appear on the screen during the Selected Shows airtime.
- Step 3:** Upon scanning the QR code, You will be directed to Contest page on unifi PlayTV app with the mandatory questions to be answered. You must answer all questions on unifi PlayTV app correctly and create the most creative slogan (hereby known as the “Contest Entry”).
- Step 4:** Submit your Contest Entry before the end of the Contest Period, or the Extended Period, if any.

4.2 Each Contestant is allowed to submit multiple Contest Entry but only one (1) Contest Entry will be selected as the winner.

4.3 Contestant will bear any charges and/or related cost for participation in this Contest.

5. SELECTION OF WINNER

5.1 TM shall select only five (5) winners for this Contest (hereinafter referred to as ‘Winner’).

5.2 The winner selection will be based on the following criteria(s):

- (i) Five (5) winners will be selected based on correct answers to all of the Contest questions and the most creative slogan; and
- (ii) Active subscriber to unifi TV Ultimate Pack.

5.3 TM reserves the right to determine, vary and/or change the number of winner(s) to be selected or allocated for each category, subject to its discretion.

5.4 TM's decision on the selection of the Winner is final. No appeal via correspondence or attempts to appeal, review, dispute of such decision will be entertained.

- 5.5 TM has the right to withdraw or forfeit the winning if TM found that submission to the Contest is fraudulent and/or against this Terms and Conditions herein. TM shall not be responsible for any losses and/or damages incurred by the Contestant as a result for such fraud, mistake and breach to this Terms and Conditions.

6. NOTIFICATION OF CONTEST WINNER

- 6.1 The Contest Winner will be announced via email to the Winner upon the final selection by TM, after the end of the Contest Period or the Extended Period.
- 6.2 TM shall not be responsible or be liable if any of the Winners cannot be contacted within thirty (30) days from the date of TM's email notification. TM further reserves the full right to disqualify any Winner if any attempt to contact them has failed for any reason whatsoever.
- 6.3 TM reserves the right to forfeit the prizes if the Contest Winner fails to provide the required details upon receiving the request/notification from TM.

7. CONTEST PRIZES

- 7.1 Subject to Clause 7.2 of this Terms and Conditions, each Winner will be entitled to receive one (1) Nolan N60 helmet (hereby known as "Contest Prize").
- 7.2 Contest Prize are non-refundable and non-exchangeable/redeemable for voucher, credit or rebate of any kind and do not include any accessories or items shown in any advertisements and/or promotional materials which are for photography purposes only.
- 7.3 Contest Prize are subject to availability and TM reserves the rights, without prior notice or assigning any reason whatsoever to substitute any prize with other prizes of similar value and without giving any compensation to the Winner.
- 7.4 Contest Prize which are damaged during delivery process, are not replaceable and the Organizer disclaims any obligations to replace the damaged prizes.
- 7.5 Acceptance and use of the Contest Prize by the Winner shall be at their own and entire risk at all times and TM disclaims any and all liability arising therefrom.

8. COPYRIGHT, ANNOUNCEMENT, CONFIDENTIALITY AND PERSONAL DATA PROTECTION

- 8.1 By entering into this Contest, the Contestant and/or Winner hereby grant TM perpetual and non-exclusive rights including consent to broadcast the names, pictures and/or images and/or video and/or display any matter related to the Contestant and/or winner for publicity, advertising, trade or promotional purposes in any media without prior notice to the Contestant or the Winner. The Contestant and/or Winner are not entitled to claim any payment in any form, fee or compensation for the use of their images or details in relation to the above.
- 8.2 The Contestant and/or Winner shall not make any public announcement on the Contest (including but not limited to the prize) without the prior written consent of TM.

8.3 The Contestant and/or Winner acknowledge, understand and agree that their details may be shared by the organizer for the purposes of the Contest. Any Contestant's information or personal data ("Personal Data") provided by the Contestant to the organizer in connection with the Contest shall be kept confidential except to any activities mentioned thereto. TM shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of Contestant's Personal Data and comply with the requirement of Personal Data Protection Act 2010.

8.4 Any Personal Data provided by the Contestant to TM in connection with this Campaign shall be kept confidential and is subject to the Privacy Notice of TM (for further information on the Privacy Notice of TM's group of companies, please visit <https://www.tm.com.my/Documents/TM%20Privacy%20Notice.pdf>).

9. AMENDMENTS AND VARIATIONS

9.1 TM reserves the rights to change, amend, delete or add to these Terms and Conditions either in written or verbal communications without prior notice at any time.

9.2 By participating in this Contest, the Contestant agrees to be bound by this Terms and Conditions, notices, amendments and all decisions made by TM.

9.3 In the event of any dispute, conflict, uncertainty or ambiguity relating to the Terms and Conditions hereto, or any matter involving this Contest, the organizer will resolve the matter in its absolute and unfettered discretion and the entire decision in the matter shall be conclusive and final.

10. YOUR REPRESENTATION AND WARRANTY

10.1 You agree that you have attained the age of majority, sound mind, has the full capacity to enter into contract and shall be deemed to have unconditionally accepted all the Terms and Conditions.

10.2 You agree to ensure that all details given for the purpose of this Campaign participation are true, correct and accurate. You must also ensure that the telephone number, email address or necessary details provided to TM are in existence and are contactable. TM reserves the rights to verify the information provided by you in any form it deems fit.

10.3 You further agree to be bound by any decision made by TM decision with regard to this Contest, including but not limited to, the selection of the Winner. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision made by TM will be entertained.

11. DISCLAIMER

11.1 To the fullest extent permitted by law, TM and the Sponsor makes no representations or warranties with respect to any prizes provided under this Contest; in particular, TM and the Sponsor gives no warranty with respect to the merchantability, quality of the prizes or their suitability for any purposes.

11.2 TM and the Sponsor shall not be responsible or liable for any misinterpretation or misrepresentation of facts in respect of the prizes offered as published in any media, marketing or advertising materials.

- 11.3 TM and the Sponsor shall not be responsible or liable for any lost, misdirected, illegible, late, mutilated or altered entries. Proof of transmission will not be accepted as proof of receipt. TM shall not be responsible or liable for any failure by any Contestant to participate in the Contest at any time.

12. LIMITATION OF LIABILITY

- 12.1 By participating in this Contest, you agree that (i) TM, the Sponsor and their employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, fulfillment agencies and legal advisors shall not be liable in any way for losses or damages, rights, claims and/or actions of any kind (including but not limited to loss of income, profits or goodwill, direct party including third parties) howsoever arising whether in contract, tort, or otherwise including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy, in connection with the pack even if TM and the Sponsor has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 12.2 The Contestant shall assume full liability in the case of any mishap injury, damage, claim or accidents resulting from their participation in the Contest and/or redemption of the prizes.
- 12.3 TM and the Sponsor shall not be liable to the Contestant for (a) any loss or damage suffered by the Contestant arising from their participation or non-participation in the Contest due to any for any misinterpretation or misrepresentation of facts in respect of the prizes offered as published in any media, marketing or advertising materials.

13. INDEMNITY

- 13.1 The Contestant shall fully indemnify and hold harmless TM, the Sponsor and each of their divisions, affiliates, subsidiaries, directors, officers, employees and agents, and all others associated with the development and execution of this Contest (collectively, the "Indemnified Parties") from any and all claims, damages, losses, demands, causes of action, proceedings, expenses, and/or liabilities resulting or arising from or connected with, or claimed to have arisen, resulted from or be connected with:
- (i) the Contestant's submission, participation, attempt to participate, or inability to participate, in the Contest;
 - (ii) submission and/or use of any submission (and/or any parts thereof) by the Indemnified Parties of any submission;
 - (iii) the Contestant's failure to comply with any one of more of these terms or any applicable laws, rules or regulations;
 - (iv) the unauthorized use by the Contestant of, as applicable, the name, likeness, voice, works product, brand, trademark, logo of any person or entity;
 - (v) the breach or alleged breach of any warranty, representation (including, without limitation, any eligibility-related representation) or covenant made by the Contestant in connection with this Contest;
 - (vi) acceptance and/or use of any prize, if any;

- (vii) any right or benefit granted by the Contest to TM in connection with the Contest; and/or
 - (viii) the Contestant's negligence, willful misconduct, violation of any applicable laws, rules or regulations or these terms, or the Contestant's violation of any third party's intellectual property, privacy, publicity or other right.
- 13.2 The Contestant will be responsible for and shall accordingly fully indemnify the Indemnified Party in respect of any breach or threatened breach of any intellectual property rights by any of its representatives, and undertakes to take any and all such action as TM and the Sponsor reasonably deem fit and necessary to prevent any threatened breach, or contain the effects of any breach or suspected breach, at the Contestant's costs.
- 14. DISQUALIFICATION**
- 14.1 TM reserves the right at its sole discretion and without having to assign any reason whatsoever, to disqualify any individual for the following:
 - (i) that it determines to be tampering with the operation of the Contest;
 - (ii) to be acting in breach or potential breach of these Terms and Conditions; or
 - (iii) for submitting incomplete, illegible or false entries.
- 14.2 The decision to disqualify shall be final and no correspondence shall be entertained.
- 14.3 TM reserves the right, with or without cause, to exclude Contestant and withhold prizes for violating any of the Terms and Conditions herein.
- 15. SUSPENSION, CANCELLATION OR TERMINATION OF CONTEST**
- TM reserves the right to cancel, modify, suspend or delay the Contest in the event of any conditions listed under force majeure in Clause 17 below. For the avoidance of doubt, any cancellation, modification, suspension or delay by TM shall not entitle the Contestant to any claim or compensation against TM for any and all loss or damage suffered or incurred by the Contestant as a direct or indirect result of the said act(s).
- 16. GOVERNING LAW AND JURISDICTION**
- This Terms and Conditions are governed by the laws of Malaysia and any dispute arising out of or in connection with them shall subject to the exclusive jurisdiction of the courts in Malaysia.
- 17. FORCE MAJEURE**
- Neither Party liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, pandemic, epidemic, act of sabotage, explosion, power blackout, earthquake, flood, war, labour disputes, civil or military authority, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.
- 18. NOTICE OR DELAY**

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to the other party pursuant to this terms and conditions shall be in writing and mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or by courier, or email. Notice shall be deemed to have been given in the case of posting, the day after the registered or certified mail receipt has been acknowledged by the recipient; in the case of email, upon sending; in the case of hand delivery or courier, the next business day after it has been delivered.

19. INDULGENCE AND WAIVER

- 19.1 No delay or indulgence by TM in enforcing any terms of this Terms and Conditions or granting of time by TM to the Contestant shall prejudice the rights or powers of TM under this Terms and Conditions or at law.
- 19.2 Failure by TM to exercise any part or all of its rights under this Terms and Conditions or any partial exercise shall not act as a waiver in respect of any subsequent or continuing breach.

20. CONTACT INFORMATION

For any inquiry(ies), clarification, report, complaint, questions, comments or suggestions, please do not hesitate to contact TM Customer Service Centre (call 100) or to meet the TM's appointed and authorised personnel at any TMpoint.

[End of Clause]