

## **TERMS AND CONDITIONS FOR “Unifi TV x ONE Watch and Win iContest” CONTEST**

This Specific Terms and Conditions for **Unifi TV x ONE Watch and Win iContest** (“Specific Contest Terms and Conditions”) must be read together with the General Contest Standard Terms and Conditions, as available at <https://unifi.com.my/tv/promotions/Unifi-x-ONE-watch-win-icontest> (subject to further changes, at TM’s absolute discretion, without prior notice to the Contestant (as defined below)). In the event of any discrepancies, this Specific Contest Terms and Conditions shall prevail over such discrepancies only. Other terms that are not affected shall remain as is. TM reserves the right to vary, supplement, delete, amend or modify this Specific Contest Terms and Conditions, from time to time without prior notice. By participating in the Contest, You (which shall be interchangeably referred to as “Contestant”) are deemed to have read, understood and agree to be bound by the terms and conditions herein and further agree that any decision by TM in relation to every aspect of the Contest, shall be final, binding and conclusive.

### **1. THE CONTEST**

- 1.1 This “**Unifi TV x ONE Watch and Win iContest**” (hereinafter referred to as “Contest”) is organized by TM Technology Services Sdn Bhd (Company No. 200201003726(571389-H)) (hereinafter referred to as “TM”).
- 1.2 The prize for this Contest is sponsored by KC Global Media Singapore Pte. Ltd. (hereinafter referred to as “Sponsor”).
- 1.3 Contestant hereby acknowledges that TM has the right to share and use the Contestant’s data and personal information within TM and/or its related companies for the purpose of marketing activities in respect of products and services of TM and/or its related companies from time to time as the Organizer deems fit. The Privacy Notice of TM applies, for further information on the Privacy Notice of TM’s group of companies, please visit [TM Privacy Notice](#) for further details.

### **2. ELIGIBILITY**

- 2.1 This Contest is open to all Malaysian residents over the age of eighteen (18) years old (including permanent residents and expatriates who are currently residing in Malaysia) who are active Unifi TV subscribers (including Immediate Family Members (as defined in Clause 2.3 herein) of such subscribers).
- 2.2 Any of the following person who is identified as the Contestant shall be automatically disqualified from the Contest:
  - (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.
- 2.3 For the avoidance of doubt, “Immediate Family Members” shall refer to children, parents, spouses, brothers and sisters of the above group of individuals.

### **3. CONTEST PERIOD**

- 3.1 The Contest will commence from **17 March 2023** until **31 March 2023** (hereinafter 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 (hereinafter referred to as “Extended Period”). Any participation in the Contest during the Extended Period (if any) is governed by this Specific Contest Terms and Conditions which shall remain in full force and effect and shall be read and construed to be enforceable.

#### **4. CONTEST MECHANICS**

- 4.1 To participate in the Contest, Contestant is required to do the following:
- (a) **Step 1:** Watch the latest contents from February Highlights (as defined in Clause 4.2 herein) on One HD (Channel 461) and on Unifi set-top-box or Unifi Plus Box;
  - (b) **Step 2:** Download the Unifi TV app and log in with Unifi TV ID;
  - (c) **Step 3:** Scan the QR code that appears in the program using the Unifi TV app QR scanner;
  - (d) **Step 4:** Answer all three (3) questions; and
  - (e) **Step 5:** Submit your entry before the end of the Contest Period, or the Extended Period (if any).
- 4.2 For the avoidance of doubt, February highlights shall refer to the full programs and movies broadcasted on One Channel (Channel 461) during the Contest Period.
- 4.2 Contestant is allowed to submit multiple entries but only one (1) entry will be selected as the winner.
- 4.3 Contestant will bear any charges and/or related cost for participation in this Contest.

#### **5. WINNER SELECTION**

- 5.1 TM will select eleven (11) winners for this Contest (hereinafter referred to as ‘Winner’).
- 5.2 The Winner selection for this Contest will be based on the following criteria(s):
- (a) the eleven (11) winners will be selected based on the following:
    - (i) correct answers to all three (3) questions; and
    - (ii) the most creative answer;
  - (b) active Unifi TV subscriber or immediate family member of an active Unifi TV subscriber to any one of the following Unifi TV packs:
    - (i) Ultimate Pack;
    - (ii) Aneka Plus Pack;

- (iii) Ruby Plus Pack; or
- (iv) Varnam Plus Pack.

5.3 TM reserves the right to determine, vary and/or change the number of Winner 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.

## **6. NOTIFICATION OF WINNER**

6.1 Winner will be notified via phone call and/or email to the Winner's registered mobile telephone number and/or registered email address (hereinafter referred to as "TM's Notification").

6.2 TM shall not be held responsible or liable if the Winner cannot be reached via phone call and/or fails to acknowledge the email within fourteen (14) days from the date of TM's Notification. Failure to be reached via phone call and/or to acknowledge the email will result in disqualification and TM reserves the absolute right to choose other Winner based on the criteria specified in Clause 5.2 of this Specific Contest Terms and Conditions.

6.3 TM reserves the right to forfeit the prizes if the Winner fails to provide any required details upon receiving the request and/or TM's notification.

6.4 TM's decision on all matters relating to the Contest will be final and binding. No appeal via correspondence or attempts to appeal, review, dispute of such decision will be entertained.

## **7. CONTEST PRIZES**

7.1 Subject to Clause 7.2 of this Specific Contest Terms and Conditions, there are two (2) categories of Winners:

- (a) for grand prize, one (1) Winner will be entitled to one (1) SHARP 60-inch TV worth up to Malaysian Ringgit Four Thousand (RM 4000) only; and
- (b) for consolation prizes, ten (10) Winner will be entitled to one (1) set of Running Man backpack merchandises worth up to US Dollar One Hundred (USD 100) only.

7.2 Prizes 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 All prizes 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 Prizes must be claimed via delivery unless TM prescribes other mode of collection. Where TM elects to give a prize to the Winner of the Contest, no responsibility will be accepted by TM for the safe and effective postal delivery of the prize.

7.5 Acceptance and use of the 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 TM for the purposes of the Contest. Any Contestant's information or personal data ("Personal Data") provided by the Contestant to TM 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 Contest 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 [TM Privacy Notice](#)).

## **9. AMENDMENTS AND VARIATIONS**

9.1 TM reserves the rights to change, amend, delete or add to this Specific Contest 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 Specific Contest 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 Specific Contest Terms and Conditions hereto, or any matter involving this Contest, TM 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 in this Specific Contest Terms and Conditions.
- 10.2 You agree to ensure that all details given for the purpose of this Contest 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 makes no representations or warranties with respect to any prizes provided under this Contest; in particular, TM gives no warranty with respect to the merchantability, quality of the prizes or their suitability for any purposes.
- 11.2 TM 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 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, and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, fulfilment agencies and/or 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 has been advised of the possibility of such damages in advance, and all such damages are expressly excluded; and (ii) the Sponsor, and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, fulfilment agencies and/or 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 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 respective divisions, affiliates and subsidiaries, and each of their respective 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:

- (a) the Contestant's submission, participation, attempt to participate, or inability to participate, in the Contest;
- (b) submission and/or use of any submission (and/or any parts thereof) by the Indemnified Parties of any submission;
- (c) the Contestant's failure to comply with any one of more of these terms or any applicable laws, rules or regulations;
- (d) the unauthorized use by the Contestant of, as applicable, the name, likeness, voice, works product, brand, trademark, logo of any person or entity;
- (e) 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;
- (f) acceptance and/or use of any prize, if any;
- (g) any right or benefit granted by the Contest to TM in connection with the Contest; and/or
- (h) 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 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:
- (a) that it determines to be tampering with the operation of the Contest;
  - (b) to be acting in breach or potential breach of the terms in this Specific Contest Terms and Conditions; or
  - (c) 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 in this Specific Contest Terms and Conditions herein.

## **15. SUSPENSION, CANCELLATION OR TERMINATION OF CONTEST**

15.1 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 occurs. 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).

15.2 TM may terminate or suspend the Contest at any time at TM's absolute discretion in which case, TM may elect not to award any prize(s) to the Contestant. Such termination or suspension will not give rise to any claim made by the Contestant regardless of the situation. If the Contest is resumed, the Contestant shall abide by TM's decision regarding resumption of the Contest and disposition of the prize(s).

## **16. GOVERNING LAW AND JURISDICTION**

This Specific Contest Terms and Conditions are governed by the laws of Malaysia and any dispute arising out of or in connection with them shall be subject to the exclusive jurisdiction of the courts in Malaysia.

## **17. FORCE MAJEURE**

Neither Party is 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. ASSIGNMENT AND NOVATION**

TM may assign or novate this Specific Contest Terms and Conditions or any part thereof at any time to any party. For the avoidance of doubt, the Contestant shall not assign any of his rights or obligations under this Specific Contest Terms and Conditions to any other party for any reason whatsoever.

**19. 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 Specific Contest 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.

**20. INDULGENCE AND WAIVER**

20.1 No delay or indulgence by TM in enforcing any terms of this Specific Contest Terms and Conditions or granting of time by TM to the Contestant shall prejudice the rights or powers of TM under this Specific Contest Terms and Conditions or at law.

20.2 Failure by TM to exercise any part or all of its rights under this Specific Contest Terms and Conditions or any partial exercise shall not act as a waiver in respect of any subsequent or continuing breach.

**21. 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 TM's appointed and authorised personnel at any TMpoint.

**[End of Clause]**



## **GENERAL CAMPAIGN TERMS & CONDITIONS (“Standard Terms”)**

### **1. INTRODUCTION**

We may run certain campaign, contest or giveaway (“Campaign or Contest” where applicable) from time to time. When you participate in any Contest, you must make sure you read this Standard Terms. IN THIS STANDARD TERMS, YOU WILL FIND IMPORANT INFORMATION ABOUT CONTEST, INCLUDING WHAT WE CAN DO, AND HOW WE LIMIT OUR LIABILITY. IT IS, THEREFORE, IT IS IMPORTANT FOR YOU TO READ THIS STANDARD TERMS CAREFULLY BEFORE YOU PARTICIPATE SUCH CONTEST.

Specific terms relating to web Contest will be set out separately in the Specific Terms and Conditions (“Specific Contest Terms and Conditions”). Hence, the Standard Terms and the Specific Contest Terms and Conditions shall be read together as it will be binding on You. The Specific Contest Terms and Conditions, amongst others, (a) name of Contest, (b) brief description of Contest, (c) the mechanism/entry procedure, (d) eligibility, (e) Contest period, (f) prize, and (g) collection period of the prize. You must comply strictly to each and every of the terms and conditions set out in the Specific Contest Terms and Conditions.

WHEN YOU ENTER INTO CONTEST, WE WILL ASSUME THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE STANDARD TERMS AND THE SPECIFIC CONTEST TERMS AND CONDITONS (COLLECTIVELY KNOWN AS “CONTEST TERMS”) IN ITS ENTIRETY.

All capitalized words not defined in Contest will have the same meaning ascribed in our Terms of Use. The Contest is incorporated and forms part of our Terms of Use.

### **2. OUR RIGHTS TO MAKE CHANGES**

WE CAN CHANGE ANY TERMS IN THE CONTEST AT ANY TIME WITHOUT NOTICE. AS SUCH, YOU SHOULD LOOK AT CONTEST TERMS REGULARLY. WHEN CHANGES ARE MADE, IT WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON OUR PROPERTY. YOU UNDERSTAND AND AGREE THAT IF YOU CONTINUE TO PARTICIPATE IN CONTEST AFTER THE DATE ON WHICH SUCH TERMS HAVE CHANGED, WE SHALL TREAT YOU HAVE ACCEPTED THOSE CHANGES.

### **3. ELIGIBILITY**

Unless otherwise prescribed in the Specific Contest Terms and Conditions, you must be at least eighteen (18) years old at the time of entry. It is not our duty to ensure that you are 18 and above. If you participated in the Contest, we shall deem that you are above 18 years old.

You may find other eligibility criteria for participating in the Contest in the Specific Contest Terms and Conditions.

### **4. CHARGES**

You understand and agree that you may incur certain charges to take part in Contest. Where the mode of entry is via short messaging service (“SMS”) multimedia messaging service (“MMS”), or when you are required to use data for internet usage, each Contest entry sent by you may be subject to a premium charges as stipulated in the Specific Contest Terms and Conditions. This charges is in addition to the standard fee charged by your telecommunications service provider. Unless otherwise stated in the Specific Contest Terms and Conditions, all costs incurred by you including without limitation, postal charges, Internet Service Provider (ISP) charges, transport costs, communication charges, accommodation, meal costs and/or other related costs incurred by you as a result of and/or pursuant to your participation in Contest shall be solely borne by

you. We shall not be under any obligation to reimburse you for any of such costs and expenses incurred thereof.

## **5. SUSPENSION**

We may suspend your participation, at any point of time, without notice, without liability, if in our sole and absolute discretion we believe, with or without evidence, that:

- (a) You are ineligible to participate;
- (b) You tamper with the entry process;
- (c) You tamper with the Contest mechanism;
- (d) In our sole determination, we believe that you have attempted to undermine the operation of Contest by fraud, cheating or deception;
- (e) Breach the terms and conditions of the Contest Terms;
- (f) You violated any applicable Law; and/or
- (g) For any other reasons we deem fit.

We may but have no obligation, in our discretion deems fit, conduct any investigation regarding the above. Our findings shall be final and conclusive and binding on you and shall not be questioned by you on any account. If we find that you have committed any of the above, we shall forthwith, with or without notice, disqualify your participation. In the event we find that you have not committed any of the above, we may, but do not have such obligation, allow you to resume in the participation. You shall have no claim against us, our Affiliate, directors, officers, employees, servants, agents, assignees, sponsors, and/or representative (collectively known as "Indemnified Party") whatsoever, that arises during the period of suspension.

We may terminate or suspend the Contest at any time at our own absolute discretion in which case, we may elect not to award any prize. Such termination or suspension will not give rise to any claim by you against the Indemnified Party, regardless of the situation. If the Contest is resumed, you shall abide by our decision regarding resumption of the Contest and disposition of the prizes.

## **6. DISQUALIFICATION**

Notwithstanding Clause 5 above, we shall be entitled to forthwith reject or refuse any participation, or revoke the prize for any reasons whatsoever. Our decision is final and you have no right to question our decision.

You understand that, your entry to the Contest will be automatically disqualified, or we may revoke the prize (at any stage of the Contest) in any one of the following situations (including but not limited to):

- (a) Information and/or details provided is not accurate and complete;
- (b) You fail to provide any proof of information and/or details upon our request;
- (c) You are ineligible or fails to meet any of the eligibility criteria;

- (d) Your Contest entry is received by us after the closing date;
- (e) You tamper with the mechanism of the Contest, and/ entry process;
- (f) You violated any applicable laws or regulations;
- (g) Incomplete, indecipherable, illegible or incorrect entries or any entry which violates the Contest Terms;
- (h) In our sole determination, we believe that you have attempted to undermine the operation of the Contest by fraud, cheating or deception;
- (i) Where traveling is involved, you do not have the necessary visa or traveling documents; and/or
- (j) For any other reasons we deem fit.

In the event of a disqualification after the prize has been awarded, we reserve the right to demand for the return of the prize or payment of its value from you.

## **7. YOUR REPRESENTATION AND WARRANTIES**

You represent and warrant to us the following:

- (a) Unless otherwise prescribed in the Specific Contest Terms and Conditions, you are above 18 years of age at the time of entry;
- (b) All information furnished by you to us are true, current, complete and accurate in every material aspects and are not false, misleading, deceptive, defamatory and/or unlawful and we may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you;
- (c) Any of the Material (defined below in Clause 9) submitted is your own original work; and
- (d) The Material submitted to us does not infringe any third party intellectual property rights.

## **8. YOUR COVENANTS AND UNDERTAKINGS**

You covenant and undertake to us the following:

- (a) You will upon request, provide all information to us, required in connection with or for the purposes of the Contest;
- (b) Agree that if so required by us, you shall make yourself available (without compensation) for the production, recording and publicity of the Contest during the such time and production schedule as may be notified by us;
- (c) To be interviewed (which may be recorded by us);
- (d) Taking of still photos, audio and/or visual recording for promotions and publicity use. (collectively "Recording");

- (e) Agree and consent that we have right and absolute discretion to broadcast the Recording and/or use the slogan, names or nicknames on its website, social media and/or any other platforms, in whole or in part at our discretion. All copyrights subsisting in the Recording shall belong to us absolutely;
- (f) To abide by the Contest Terms and agree to cooperate and to follow all directions given to you;
- (g) Shall not by act or omission, directly or indirectly bring us and/or the sponsor into disrepute;
- (h) Not to publish, or disclose any information in connection with the Contest or prize (including without limitation, to any representatives of media in any form whatsoever) without our prior written consent;
- (i) Not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Contest or the prize with any third party;
- (j) You shall not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Contest period; and/or
- (k) To abide all other terms and conditions as may be provided by us, and/or our sponsors.

## **9. MATERIAL SUBMITTED**

In the event entry of Contest requires the submission of any text, data, slogan, drawings, images, pictures, logos, content, photograph, any materials or other creative works, including voice or video recordings and/or document (collectively, "Material"), you must own the intellectual property and all copyright of the Material you submitted.

You accept that by sending us the Material, you grant us the permission to use them in both print and digital form, and to use them on our websites, on our social media, and/or any other publications in any platform for the purposes of marketing.

Submission of Material must not contain any elements of nudity, pornographic images, incite hatred, graphic violence, defamatory or libellous statements or material considered illegal or may contravene the laws of Malaysia or materials likely to tarnish our image or reputation. We reserve the right to reject any submissions which contain elements of nudity, pornographic images, graphic violence, defamatory or libellous statements, or material considered illegal or may contravene the laws of Malaysia, or materials likely to tarnish our image or reputation.

## **10. EQUIPMENT USED BY US**

Sometimes, we may use certain consumer electronic device (including without limitation smartphones, personal computers, tablets) (collectively, "Equipment") for your temporary use during the Contest. You understand that the Equipment belongs to us and in no way ownership shall be transferred to you. When the Equipment is in your possession, you understand that you have a duty to keep it safely and take proper care of the Equipment until such time as it is returned to us at the end of the Contest, or upon request. While the Equipment is in your possession, you shall be held responsible for anything that happens to the Equipment including lost and/or damage whereupon you shall replace a new one for us.

## **11. SPONSOR**

Certain prizes may be provided by our sponsor and may have certain special terms and conditions attached to it. The prize is subject to such terms and conditions and winner must comply with such terms and conditions before they are awarded such prize. The Sponsor makes no representation or warranty regarding any prize, and is not responsible in any way for the organization or administration of this Contest, including the operation of this Specific Contest Terms and Conditions, the General Contest Standard Terms and Conditions Terms and the selection and notification of Winners.

## **12. PRIZE**

This section applies to all winners or as long as you are receiving a prize from us. All prizes must be collected within the collection period and at such collection venue as set out in the Specific Contest Terms and Conditions. Failure to claim prizes within the collection period shall result in the prizes being forfeited by us, and the Indemnified Party shall have no liability towards you in any respect, whatsoever.

Where the prize awarded is a non-cash prize, you shall not be entitled to redeem the same for cash or other alternatives. We do not guarantee the availability of non-cash prize and we shall be entitled to replace and/or substitute such prize with any other prize(s) of similar value as determined by us, our agent, assignee, or sponsor at our sole and absolute discretion.

Where the prize, is a cash prize, we shall be issued the cash prize in the form of a cheque or debit to your account or in any way we deem fit. You are responsible for all related banking charges (including outstation cheque charges) imposed by banks in clearing your cheque.

All prizes are strictly not transferable, assignable exchangeable or redeemable by you in any other form or manner other than that specified by us. All specific or special terms and conditions that are attached to the prize (whether by us, our agent, assignee or sponsor must be adhered to strictly by you. Prizes must be claimed in person unless we prescribe other mode of collection. In special situations, and subject to our absolute discretion, winner may nominate a designated representative to collect the prize. The representative will be required to present written authorisation from you and identification which includes a photograph of yourself and your representative.

If we elect to post the prize to you, we shall take no responsibility for the safe and effective postal delivery of the prize.

You are responsible for any and all taxes payable as a result of a prize being awarded or received (if applicable) by you.

In the event you choose not to accept the prize, the prize shall be forfeited and we shall deal with such prize in such manner as we deem fit in our absolute discretion.

## **13. INDEMNITY, LIMITATION OF LIABILITY AND WAIVER**

Participation of the Contest is entered into at your own risk without any warranty of any kind express or implied. At the same time, all prizes are accepted entirely at your own risk and are awarded by us, our agent, assignee and/or sponsor without any warranty of any kind express or implied. Where applicable, you may be required

to execute a deed of release and indemnity in a form prescribed by us, and you agree to execute such release and indemnity in order to participate in the Contest and/or receive the prize.

In the event the Contest and/or prize involves the consumption of food, product sampling and/or any form of participation, trip or travelling (collectively known as "Participation"), you are aware that during such Participation, whether in civilized or remote area or by any mode like aviation, land transport (which includes but not limited to rail, road, off-road transport) and ship transport entails an inherent risk factor such as illness, injury and/or death which may be caused by any act, omission and/or negligence of others, self, forces of nature or other known or unknown factors.

You recognize that such risks may be present at any time before, during and after the Participation and you agree to participate, whether or not, such participation is under our arrangement or otherwise by our associate, agency or any third parties.

You are also aware that medical services or facilities may not be readily available or accessible during some or all the time during such Participation.

You will assume full responsibility of obtaining your own insurance with any insurers to cover all of your needs that is intended to cover without limitation medical expenses, delay baggage, travel delay due to weather, trip interruption, accidental death injury or disablement, or any losses incurred during such Participation, either within Malaysia or internationally.

In consideration of your participation of the Contest and/or acceptance of the prize, you acknowledge and agree that the Indemnified Party shall not be responsible or liable for, and release and forever discharge the Indemnified Party from any claim, liability, damages, cost, loss or expense whatsoever caused in respect of but not limited to:

- (a) Any injury or health problems happens to you (including nervous shock) and including any injury or health problems resulting in mental or physical illness whether temporary or permanent and injury or health problem resulting in death;
- (b) Loss of earnings or earning capacity;
- (c) Any impairment of enjoyment of life;
- (d) Loss of or damage to personal property and personal belongings;
- (e) Pain and suffering;
- (f) Death; and/or
- (g) Any loss of any other kind whatsoever arising out of such Participation.

The releases contained in the foregoing paragraphs shall operate in respect of any injury, death, loss and/or damage sustained or suffered howsoever caused, including any injury, death, loss and/or damage due to the act, omission, negligence, lack of reasonable foresight, lack of reasonable care or failure to take adequate precaution by the Indemnified Party.

You hereby agree to fully indemnify, defend and hold the Indemnified Party harmless against any loss, claim, liability, writ, summons, suit, action, proceeding, judgment, order, decree, damages, costs, fees, expenses (including but not limited to court costs, reasonable legal fees and expenses), damages and all costs and expenses of any nature arising out of any breach of representation, warranty or undertaking or your participation in the Campaign, acceptance of the prize or by such Participation.

The Indemnified Party shall not be held responsible for:

- (a) Any problem, loss or damage of whatsoever nature suffered by you or any party due to any delay or failure in sending a Contest entry as a result of any network, communication, ISP or system error, interruption;
- (b) Any problem, loss or damage of whatsoever nature suffered by you or any party due to any delay or failure in receiving your Contest entry whether or it is experienced by us or your telecommunication service provider;
- (c) Any problem, loss or damage occurs as a result of downloading of any material in the Contest;
- (d) Any error (including error in notification of Contest winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside our control; and/or
- (e) Any failure on our part to perform any of our obligations in respect of the Contest and this Contest Terms, rules and regulations where such failure is caused by any reasons or circumstances beyond our control.

We shall not be liable for any failure to comply with our obligations where the failure is caused by something beyond our reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any circumstances amounting to *force majeure*.

All rights and privileges herein granted to us are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. You shall have no right in any circumstances, to injunctive relief or to restrain or otherwise interfere with the organization of the Contest, the production, distribution, exhibition and/or exploitation of the Contest.

We shall not be liable to you for any expenses incurred, wasted expenditure, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of value of the prize, loss of use of our Service, loss of use of our Platform, loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the Appropriate Authority, (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question).

#### **14. OUR DECISION**

The criteria for the selection of winner shall be as set out in the Specific Contest Terms and Conditions. Notification of winner will via the means as set out in the Specific Contest Terms and Conditions. Our decision on all matters relating to the Contest (including without limitation, the selection of Contestant, play of the

Contest, selection of winner, and/or any resolutions made) shall be final and absolute and binding on you. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision made by us will be entertained.

**15. SUCCESSORS AND ASSIGN**

You hereby agree that the obligation specified herein shall be binding upon you personally as well as your heirs, executors and administrators. In the event it involves any form of participation, trip or travelling, this would include all members of your family and any minor accompanying you.

We shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by us. You do not have any such rights.

**16. LANGUAGE**

If this Contest Terms or any part thereof is translated into any other languages and there is any conflict between this English version and any other language version of this Contest Terms, the English version shall prevail.

**17. SEVERABILITY**

In the event any provision of this Contest Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired hereby.

**18. GOVERNING LAW**

The Contest Terms is governed by the laws of Malaysia without regard to principles of conflicts of law, you and we submit to the exclusive jurisdiction of the courts of Malaysia, and you waive any objections on the ground of venue or forum non-conveniens or any similar grounds.

***[End of clause]***