

'MY AERIAL MALAYSIA' PHOTOGRAPHY CONTEST

TERMS & CONDITIONS

This "My Aerial Malaysia Photography Contest" (hereby known as "Contest") is jointly organised by Telekom Malaysia Berhad (Company No. 128740-P) and Mediacorp Pte Ltd (hereby collectively known as "Organisers"). By entering and participating in this Contest, You (hereby known as "Contestant") are deemed to have read, understood and agreed to be bound by these Terms and Conditions.

1. Standard Terms

1.1 Information on how to enter the Contest forms part of the Terms and Conditions of entry.

1.2 This Contest is open to all residents of Malaysia aged 18 years old and above (including permanent residents or expatriates who are currently living in Malaysia), who are **unifi TV subscribers**, except for the following: -

- (i) Permanent and/or contract employees of the Organisers (including its subsidiaries and related companies) and their immediate family members; and
- (ii) Representatives and/or agents (including advertising and promotion agents) of the Organisers and its subsidiaries and related companies, and their immediate family members.

The phrase "immediate family members" refers to children, parents, spouses, brothers and sisters of the above group of individuals. Should any person listed above be identified as a Contestant, such person will be automatically disqualified from the Contest.

2. Contest Period

2.1 The Contest will commence and run from **30 August 2018 until 30 September 2018** (hereby known as "Contest Period").

2.2 The Organisers 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.

3. How to Participate

3.1 The Contestant is required to do the following to qualify and participate in the Contest:

- (i) Be an existing Unifi subscriber
- (ii) Take an aerial photograph of Malaysia
- (iii) Submit the photo(s) together with a caption via the contest page:
www.channelnewsasia.com/myaerialmalaysia

3.2 Only completed entries will be considered by the Organisers and all entries submitted shall exclusively belong to and are the property of the Organisers. Each Contestant hereby assigns all rights in the entries to the Organisers and the Organisers shall be entitled to freely use, reproduce and exploit the entries in any manner whatsoever, on all platforms worldwide and in perpetuity.

3.3 Each Contestant is allowed to submit multiple entries. However, each Contestant is entitled to win one (1) prize only.

3.4 Contestant will bear any charges, expenses and/or related cost for his/her participation in this Contest and the submission of Contest entries.

3.5 Photographs must be original works shot by the participant. If the Organisers determine that a photographer has altered his/her photo or infringed any copyright, they reserve the right to disqualify the photo and remove it.

3.6 Photos that contain sexually explicit, nude, obscene, violent or other objectionable or inappropriate content, as determined by the Organisers in its sole discretion, will be removed and made ineligible for the contest.

4. Selection of Winner(s)

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

- (i) Have an existing Unifi account
- (ii) Most creative photograph; and
- (iii) Best caption that describes the photograph.

4.2 The results of the Contest will only be announced from 8 October 2018.

4.3 The Organisers' decision is final. No appeal via correspondence or attempts to appeal, review and/or dispute such decision will be entertained.

5. Notification of Contest Winner

5.1 The Contest winners will be notified through email and/or phone call by Telekom Malaysia Berhad within three (3) weeks after the end of the Contest Period.

5.2 The Organisers shall not be responsible or be liable if any of the winner(s) cannot be contacted. The Organisers further reserves the full right to disqualify any winner if any attempt to contact them has failed for any reason whatsoever.

6. Contest Prizes

6.1 Details of Contest prizes are available on the Contest website. There are five (5) prizes to be won for the Contest.

6.2 All prizes are not transferable, non-refundable and non-exchangeable/redeemable for cash, 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. Winners are fully responsible for all taxes that may be payable or taxable (if any).

6.3 All prizes are subject to availability and the Organisers reserve the rights, without prior notice or assigning any reason whatsoever and have sole discretion to substitute any prize with other prizes without prior notice and without giving any compensation to the winners.

6.4 All costs and expenses (including meals, transportation or personal expenses and etc.) for the purpose of collection of the prize shall be solely borne by the winners.

6.5 The prize must be claimed by the winner in person. The winner must produce original identity card and/or passport for verification. Acceptance and use of prize by winner shall be at their own and entire risk and responsibility at all times and the Organisers disclaims all liability arising therefrom. For the avoidance of doubt, each winner shall be solely responsible for complying with all relevant laws and regulations in relation to the use of any prizes awarded.

6.6 In the event the Organisers hold a prize giving ceremony, the Contest winners are required to attend at his/her own cost and expense to collect the prize. In the event the Contest winners are not able to attend the prize giving ceremony, the Contest winners must nominate a representative to be present at the prize giving ceremony to accept the prize on his/her behalf and pre-notify the Organisers accordingly.

7. Copyright, Announcement and Confidentiality

7.1 By entering into this Contest, the Contestant and/or winners hereby grant the Organisers perpetual and non-exclusive rights to broadcast the names, pictures or images or display any matter related to the Contestant and/or winners for publicity, advertising, trade or promotional purposes in any media without further notice to the Contestant or winners, and the Organisers reserve the right to disqualify any Contestant and/or winner who refuses or fails to participate in such publicity for the Contest. The Contestant and/or winners 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. For the avoidance of doubt, Contestants and/or winners shall not speak to the press or any other media nor give any interviews or comments relating to the Contest without the prior written approval of the Organisers.

7.2 The Contestant and/or winners shall not make any public announcement on the Contest (including but not limited to the prize) without the prior written consent of the Organisers.

7.3 The Contestant and/or winners acknowledge, understand and agree that their details may be shared by the Organisers with its participating content provider, i.e. unifi TV and for the purposes of the Contest. Any Contestant's information or personal data ("Personal Data") provided by the Contestant to the Organisers in connection with the Contest shall be kept confidential except to any activities mentioned thereto. The Organisers 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. Variation to the Terms and Conditions

8.1 The Organisers 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.

8.2 By participating in this Contest, the Contestant agrees to be bound by these Terms and Conditions and such other notices, amendments and all decisions made by the Organisers.

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

9. Liability

9.1 To the fullest extent permitted by law, the Organisers make no representations or warranties with respect to any prizes provided under this Contest; in particular, the Organisers give no warranty with respect to the merchantability, quality of the prizes or their suitability for any purposes.

9.2 The Organisers 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.

9.3 The Organisers 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. The Organisers shall not be responsible or liable for any failure by any Contestant to participate in the Contest at any time.

9.4 Each Contestant agrees to comply with all prevailing laws, regulations, guidelines (including but not limited to all laws and regulations governing the operation of drones) and obtain all necessary consents, authorisations, permits and licenses in relation to his/her participation in the Contest and/or use of any prizes awarded. 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.

9.5 The Organisers shall not be liable for any failure to comply with its obligations where the failure is caused by something beyond its 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*.

9.6 The Organisers 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 act or omission by the Organisers and; (b) for any misuse of any prize or for any claims or liability arising from the use of the prizes.

9.7 Each Contestant agrees and undertakes to indemnify the Organisers, their related companies, and their respective officers, employees and agents against any claims, liabilities, damages, loss or expenses (including legal expenses on a full indemnity basis) resulting from any breach of these Terms and Conditions.

10. Disqualification

10.1 The Organisers reserve the right at its sole discretion and without having to assign any reason whatsoever, to disqualify any individual from the Contest for the following:

- (a) any act or omission that it determines to be tampering with the operation of the Contest;
- (b) to be acting in breach or potential breach of these Terms and Conditions; or
- (c) for submitting incomplete, illegible, inappropriate, or false entries.

10.2 The decision to disqualify shall be final and no correspondence shall be entertained.

10.3 The Organisers reserve the right, with or without cause, to exclude Contestant and withhold prizes for violating any of the Terms and Conditions herein.

11. Suspension, Cancellation or Termination of Contest

11.1 The Organisers reserve the right to cancel, suspend, delay or terminate the Contest at its absolute discretion without giving prior written notice to the Contestant or in the event of unforeseen circumstances beyond its reasonable control.

11.2 In the event of suspension, cancellation, delay or termination of the Contest for any reason by the Organisers, the Contestant or the winners shall not be entitled to make any claim or claim for compensation from the Organisers for any loss or damages suffered or incurred as a direct or indirect result of the said occurrence.

12. Governing Law and Jurisdiction

These 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.