



## KONSERT BERKAT GAWAI-KAAMATAN TICKET GIVEAWAY KUCHING

### Terms and Conditions for Contest

#### Schedule A (Deal Terms)

| No | Item   | Details   |
|----|--|---|
| 1. | <b>Company and Address</b>                     | Sarawak Media Group Sdn Bhd<br>[201801013814 (1275830-A)]<br>#LG12, Lower Ground Floor,<br>Mall 2, CityOne Megamall,<br>No. 1, Jalan Song,<br>93350 Kuching, Sarawak, Malaysia  |
| 2. | <b>Name of Contest</b>                         | Ticket Giveaway <b><i>“Konsert Berkat Gawai-Kaamatan”</i></b>   |
| 3. | <b>Brief Description of Contest/ Programme</b> | This is a Ticket Giveaway Contest for <i>Konsert Berkat Gawai-Kaamatan</i> .<br><br>Content from the Contest, including but not limited to recordings, will be made into short reels which will be uploaded on TVS social media platforms. The tickets were provided in collaboration with the event organizer. |
| 4. | <b>Platform and Mode</b>                       | - TVS social media platforms  |

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|----|-----------------------------------|--|
| 5. | <b>Brief mechanism of Contest</b> | <p>This is the Contest for Ticket Giveaway to an event, Konsert Berkat Gawai-Kaamatan 2025, with venue at Miri Indoor Stadium on 21st May 2025 at 7.30p.m. onwards (hereinafter referred to as the “<b>Concert</b>”). The details of the Concert may be subject to further change as notified or communicated by the Company.</p> <p>The mechanism of the Contest is as follows:</p> <ol style="list-style-type: none"> <li>1. The Participant must provide their full name, phone number and Identification Card number (referred to as “Registered Particulars”) to qualify for a chance to win the Ticket. Each set of Registered Particulars can only be used once. Any additional entries using the same Registered Particulars will be disregarded.</li> <li>2. Participants are required to successfully complete the instruction or challenges given by the TVS or TVS crew at the location specified on the Contest poster.</li> <li>3. Participants who successfully complete the instruction or challenges given by the TVS or TVS crew at the Location will be considered as a Winner. The successful participation will be decided by the TVS crew at the Location.</li> </ol> <p>The Participants must adhere to the mechanism of the Contest as may be changed, amended, notified or communicated by the Company during the Contest Period.</p> |
| 6. | <b>Eligibility Criteria</b>       | <p>Subject to other criteria set out in Schedule B, the Contest is open to the following:</p> <ol style="list-style-type: none"> <li>(a) Malaysians (citizens/permanent residents) with a valid National Registration Identity Card (NRIC);</li> <li>(b) Non-Malaysians with a valid Passport Registration Number; and</li> <li>(c) aged eighteen (18) years old and above</li> </ol>  |

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| 7.  | <b>Ineligibility</b>           | <p>The following persons are not eligible to participate in the Contest:-</p> <p>(a) Employees of the Company, Sarawak Media Group Sdn Bhd.</p> <p>(b) Any person aged below eighteen (18) years old.</p>   |
| 8.  | <b>Charges (if applicable)</b> | Standard charges charged by the Participant's relevant telecommunications service provider applies.   |
| 9.  | <b>Contest Period</b>          | 8 May 2025, 5pm to 9pm.   |
| 10. | <b>Language of Contest</b>     | <p>Bahasa Melayu/ Bidayuh/ Iban</p> <p><i>*or any other language specified by the TVS crew at the Location.</i></p>   |
| 11. | <b>Entry Procedure</b>         | <p>To participate in the Contest, eligible Participants are required to:</p> <ol style="list-style-type: none"> <li>Read the Terms and Conditions and Privacy Notice;</li> <li>Follow TVS social media platforms;</li> <li>Participants are required to successfully complete the instruction or challenges given by the TVS or TVS crew at the Location;</li> <li>Participants who successfully complete the instruction or challenges will be considered as a Winner by the TVS crew at the Location. The selection of Winner will be at the TVS crew discretion.</li> </ol> <p>The Company shall be entitled to request to sight the original Identity Card or the originals of other supporting documents/ materials for verification purposes.</p> |
| 12. | <b>Entry Deadline</b>          | 8 May 2025 or until such date as notified or communicated by the Company.   |

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| 13. | <b>Selection of Winners</b>    | <p>Winner Selection Criteria Method:</p> <p>Upon successfully complete the instruction or challenges given by TVS, the Participant will be considered as a Winner.</p>                 |
| 14. | <b>Prize</b>                   | Tickets of Konsert Berkat Gawai-Kaamatan.  |
| 15. | <b>Notification of winners</b> | The Winner will receive confirmation of the Prize immediately upon successfully translating the three sentences. Winners are required to collect their tickets at Miri Indoor Stadium. |
| 16. | <b>Prize Collection Period</b> | <p>Date: 19 to 20 May 2025<br/>Time: 2pm to 8pm</p> <p>(or any other period as notified or communicated by the Company)</p>  |
| 17. | <b>Collection Venue</b>        | Miri Indoor Stadium  |

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|-----|---|--|
| 18. | <b>Network Connection and Communication (if applicable)</b> | <p>No liability is assumed by the Company for any faulty network connection, communication, or technical difficulties experienced by Participants throughout the Contest.</p> <p>If in the course of a Contest -</p> <ul style="list-style-type: none"> <li>a) any entries which are found to have engaged in any intentional misconduct or illegal, dangerous, or threatening activities such as malware, hacking, spamming, virus, bots, or unauthorized use of AI; or</li> <li>b) there is a dispute arising out of the use of platform accounts in a Contest (including situations where multiple platform accounts are used); or</li> <li>c) two or more entries are received by the same Participant in the Contest;</li> </ul> <p>the Company may in its absolute discretion disqualify the relevant Participant or Participants for any reason whatsoever and shall not be responsible for awarding a Prize to the relevant Participant, and may award the Prize to another person, at its sole and absolute discretion.</p> <p>In the event that there are two or more entries registered in the Contest at the same time or the Company is not able to determine which qualifying Participant or Winner was the first person to successfully submit their entry, a random drawing will be held to determine the Winner, and the outcome of the draw will be final.</p> |
| 19. | <b>Additional Terms</b>                                     | <p>The Company may, in its absolute discretion, disqualify any Participants for any reason whatsoever, including but not limited to acts of misconduct, corruption, bribery, or fraud and any decisions by the judges/Company and/or the sponsor relating to the Contest shall be final and the Company and/or the sponsor will not entertain any appeals by the Participants against the decision.</p>  |

The above **Schedule A (Deal Terms)** and **Schedule B (Standard Terms and Conditions)** hereinafter below (collectively “Terms and Conditions”) shall be binding on all Participants who participate in this Contest (“Participant”). The definitions in Schedule B shall apply unless otherwise expressly stated in Schedule A. In the event of any inconsistency between Schedule A and Schedule B, the Schedule A shall prevail to the extent of such inconsistency.

Entry and participation in the Contest shall be deemed an unconditional acceptance by the Participants of the Terms and Conditions.

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## **Schedule B**

### **(Standard Terms and Conditions)**

#### **1. INTRODUCTION**

- 1.1. This Contest Standard Terms and Conditions (“Standard T&C”) shall govern the Contest that is organized by the Company as named in Schedule A. The Standard T&C and shall be in addition to the terms as set out in Schedule A (Schedule A and the Standard T&C shall collectively be referred to as “Terms and Conditions”).
- 1.2. The Contest will be held during the Contest Period as set out in Schedule A. The Company reserves the right to vary, postpone or re-schedule the dates of the Contest or extend the Contest Period at its sole discretion.
- 1.3. The brief mechanism of the Contest is set out in Schedule A. The Participants must adhere to the mechanism of the Contest as may be briefed and communicated to the Participants by the Company from time to time during the Contest Period.
- 1.4. The Contest will be organized by the Company in the Contest Language as set out in Schedule A.
- 1.5. The Entry Procedure of the Contest is as set out in Schedule A.
- 1.6. The Company reserves the right to at any time, change, amend, delete or add to the Terms and Conditions and other rules and regulations including the mechanism of the Contest at its absolute discretion.
- 1.7. The Company may terminate or suspend the Contest at any time at its absolute discretion in which case, the Company may elect not to award any prize. Such termination or suspension will not give rise to any claim by the Participants. If the Contest is resumed by the Company, the Participant shall abide by the Company’s decision regarding resumption of the Contest and disposition of the Prizes.

#### **2. CONTEST ENTRY**

- 2.1. The Contest Entry must be complete, accurate and sent to the Company vide the Mode and to the Address together with such other documents as may be required as set out in Schedule A. Entries must be received by the Company on or before the Entry Deadline as set out in Schedule A.

- 2.2. Each Contest Entry sent by the Participant may be subject to a standard fee charged by the Participant's telecommunications service provider as stipulated in Schedule A.
- 2.3. By submitting the Contest Entry, the Participant shall be deemed to have read, understood, accepted and agree to be bound by the Terms and Conditions of the Contest.
- 2.4. Submission of the Contest Entry does not guarantee the Participant the opportunity to participate in the Contest. The Company shall be entitled to reject or refuse participation by the Participants for reasons, including (without limitation) where the Contest Entry is not complete or any provisions in the Terms and Conditions is not fulfilled or adhered to by the Participant.
- 2.5. Entries must be received by the Company on or before the Entry Deadline as set out in Schedule A. Entries received after the stipulated time will be disqualified and ineligible for consideration for prizes.

### **3. ELIGIBILITY**

- 3.1. The Participant Eligibility Criteria are as set out in Schedule A.
- 3.2. Participants may be required to submit further proof of their eligibility within such timeframe as may be required by the Company failing which the Company shall be entitled to disqualify the Participant.

### **4. INELIGIBILITY**

- 4.1. Persons who are ineligible to participate in the Contest are as set out in Schedule A.

### **5. DISQUALIFICATION**

- 5.1. The Company reserves the right to disqualify Participants and/or revoke the Prize (at any stage of the Contest) if:-
  - 5.1.1. The Participant are ineligible or does not meet any of the Eligibility Criteria; or
  - 5.1.2. The Participant breaches of the Terms and Conditions or other rules and regulations of the Contest or violated any applicable laws or regulations; or
  - 5.1.3. in the Company's sole determination, it believes that the Participant has attempted to undermine the operation of the



Contest by fraud, cheating or deception.

- 5.2. In the event of a disqualification after the Prize has been awarded, the Company reserves the right to demand for the return of the Prize or payment of its value from the ineligible Participant.
- 5.3. Whilst the Company will endeavour to conduct necessary verifications on the eligibility of Participants, failure to disqualify any ineligible Participants shall not be deemed a breach by the Company.

## **6. WARRANTIES**

- 6.1. The Participant represents and warrants with the Company that -
  - 6.1.1. the Participant has met all the eligibility criteria and has the right, authority and power to enter into the Contest in accordance with Terms and Conditions and shall provide such proof as the Company requires;
  - 6.1.2. all the statements (if any and if so required) made by the Participant to the Company are true correct accurate and complete.
- 6.2. In consideration of the Company offering to the Participant the opportunity to participate in a Contest, the Participant hereby unconditionally and irrevocably;
  - 6.2.1. agrees that if so required by the Company, the winner shall make himself/herself available (without compensation) for the production, recording and publicity of the Contest during the such time and production schedule as may be notified by the Company:-
    - (i) interview (which shall be recorded); and/or
    - (ii) taking of still photos, audio and/or visual recording for promotions and publicity use. (collectively "Recording").
  - 6.2.2. agrees and consents that the Company shall have right and absolute discretion to broadcast the Recording and/or use the slogan, names or nicknames on any of its programmes/channels in whole or in part at the Company's discretion. All copyrights subsisting in the Recording shall belong to the Company absolutely.
  - 6.2.3. agrees that where Participants are required to submit any photographs, drawings, pictures, slogans, any materials or other creative works, including voice or video recordings (collectively "Intellectual Property") with the Contest Entry, the Participant

warrants that all Intellectual Property Rights in such submission does not infringe any third party intellectual property rights.

- 6.2.4. agrees that the Company reserves the right, at its sole and absolute discretion, to use and exploit the Intellectual Property via any means or media and in any manner and anytime that it deems fit without first obtaining any consent nor making any payment whatsoever to the Participant and/or the Contest winner(s) and/or representatives.
- 6.2.5. confirms that the Participant has read and understood Terms and Conditions of the Contest and the Participant agrees to abide by the said terms and conditions accordingly and agrees to cooperate and to follow all directions given to the Participant.
- 6.2.6. agrees that all Prizes to be awarded in the Contest is contingent upon the accuracy of the information provided and disclosures made by the Participant and the full and complete performance of the Participants warranties, undertakings and obligations hereunder.
- 6.2.7. agrees that the Participant shall not by act or omission, directly or indirectly bring the Company or the Sponsor into disrepute.
- 6.2.8. agrees that the Participant shall not without the prior written consent from the Company publish or disclose any information in connection with the Contest or Prize (including without limitation, to any representatives of media in any form whatsoever).
- 6.2.9. agrees that the Participant shall 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.
- 6.2.10. agrees that the Participant's participation in the Contest and/or Programme does not entitle the Participant to wages, salary or any other compensation.

## **7. PRIZES**

- 7.1. The Prizes for the Contest shall be as set out in Schedule A.
- 7.2. The winners' names will be notified or announced by the Company by

such mode and in such manner as set out in Schedule A.

- 7.3. All Prizes must be collected within the Collection Period and at such Collection Venue as set out in Schedule A. Failure to claim Prizes shall result in the Prizes being forfeited by the Company and the Company, its agents, sponsors and representatives shall have no liability to the Winners in any respect whatsoever.
- 7.4. All Prizes are strictly not transferable, assignable exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Company. All specific or special terms and conditions that are attached to the Prize (whether by the Company or its agent or sponsor must be adhered to by the Participant.
- 7.5. Prizes must be claimed in person unless the Company prescribes other mode of collection. Where the Company elects to post a prize to a Contest winner, no responsibility will be accepted by the Company for the safe and effective postal delivery of the Prize.
- 7.6. In special situations, and subject to the absolute discretion of the Company, a Contest winner may nominate a designated representative to collect a Prize. The representative will be required to present written authorisation from the Contest Winner and identification which includes a photograph for both the Contest Winner and his/her representative.
- 7.7. The Participant is responsible for any and all taxes payable as a result of a Prize being awarded or received (if applicable).
- 7.8. In the event that the Participant chooses not to accept a Prize, the Prize shall be forfeited and the Prize which will be dealt with according to the absolute discretion of the Company.
- 7.9. All Prizes are accepted entirely at the risk of the Participant Prizes and are awarded by the Company and/or sponsors without any warranty of any kind express or implied. The Participant shall execute a deed of release and indemnity in a form prescribed by the Company, if so required, in order to receive the Prize.

## **8. DECISIONS OF THE JUDGES/COMPANY**

- 8.1. The criteria for the Selection of Winners shall be as set out in Schedule A.
- 8.2. Notification of Winners will via the means as set out in Schedule A.

- 8.3. The Company's decisions on all matters relating to the Contest (including without limitation, the selection of Participants, play of the contest and/or any resolutions made) shall be final and absolute and binding on the Participants. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of the Company will be entertained.
- 8.4. The Participant shall not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Contest Period.

## **9. PROMOTIONAL ACTIVITIES**

- 9.1. The Company and/or its affiliates reserve the right to send messages or email notification to the Participants mobile phone numbers or email address containing information and promotional activities regarding any other TVS promotions.
- 9.2. If a Participant does not wish to receive such SMS messages or email the Participant is required to call and inform the Company accordingly.

## **10. GOVERNING LAW**

- 10.1. The Terms and Conditions of the Contest shall be construed, governed and interpreted in accordance with the laws of Malaysia as applicable in Sarawak.

## **11. CONFIDENTIALITY**

- 11.1. The Participant shall treat all Terms and Conditions and rules and regulations of the Contest and all information and knowledge obtained by the Participant in relation to and/or in connection with the Contest and/or Programme and/or derived as a result of his/her participation in the same, including without limitation the Company's business and operational details, the contest mechanics, the judging/selection criteria for the Contest (hereafter collectively known as "Confidential Information"), as confidential and the Participant shall, during and after the Contest Period, take all reasonable precautions to prevent disclosures of the Confidential Information to unauthorized persons or entities for any reason whatsoever and undertakes to deliver to the Company all tangible materials embodying the Confidential Information including any documentation, records, listings, notes, sketches, drawings, memoranda, models accounts, reference materials, samples and machines readable media and equipment that is in any way related to the Confidential

Information including all duplicates and copies thereof.

## **12. INDEMNITY**

- 12.1. The Participants forever waive, release and discharge the Company, its agencies, sponsors and representatives from and against, any and all liabilities, costs, loss, damages or expenses which the Participant or any party claiming through the Participant hereafter may have arising out of acceptance of any Prize(s) or participation in the Contest including (but not limited to) personal injury and damage to property and whether or not direct, consequential or foreseeable.
- 12.2. The Participant shall indemnify the Company, its affiliates, agent and sponsors from and against all liability, cost, loss or expenses suffered thereby as a result of the Participant's breach of the Participant's warranties and undertakings and any breach of the Terms and Conditions and/or the rules and regulations of the Contest.

## **13. COSTS**

- 13.1. All costs incurred by the Participant in relation to and/or with respect to the Contest including without limitation postal charges or Internet Service Provider (ISP) charges (if applicable), all transport costs, communication charges, accommodation, meal costs and other related costs incurred by the Participant as a result of and/or pursuant to his/her participation in the Contest shall be solely borne by the Participant. The Company shall not be under any obligation to reimburse the Participant for any of such costs and expenses incurred thereof.

## **14. LIMITATION OF LIABILITY**

- 14.1. The Participant acknowledges that his/her participation in the Contest shall be at his/her own risks.
- 14.2. The Company, its agents, sponsors, representatives, affiliates and their respective directors, officers and employees, agents and assigns shall not be liable to any Participant in respect of any failure to win a Prize in the Contest, defective Prizes or misuse of Prizes or any other loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Participant during the Contest or arising out of or in connection with the Contest, the participation by the Participant in the Contest and/or the Prizes awarded.

14.3. The Company will not be responsible or liable for

14.3.1. any problem, loss or damage of whatsoever nature suffered by the Participant or any party due to any delay and/or failure in receiving and sending a Contest Entry as a result of any network, communication, ISP or system error, interruption and/or failure experienced by the Company or the Participant's telecommunication service provider and/or resulting from participation or the downloading of any materials in the Contest. In the event of such error, interruption and/or failure, the Company shall not be responsible or liable for any failure encountered by any Participant to participate in the Contest or any failure encountered by the Company in fulfilling its obligations hereunder.

14.3.2. 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 the Company's control.

**15. GENERAL**

15.1. The Company, its agents, sponsors and representatives shall not be liable to perform any of their obligations in respect of the Contest and this Terms and Conditions, rules and regulations in respect of the Contest where they are unable to do so as a result of circumstances beyond its control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

15.2. The Participants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Company 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 the Company.

15.3. All rights and privileges herein granted to the Company irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participants have the right 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 and/or Programme and/or any product based on and/or derived from the Contest and/or Programme.

- 15.4. The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Contest.
- 15.5. The main language of the Terms and Conditions shall be the English language. Any translation to any other language than English shall be for convenience only. In the event of any inconsistency between this English language and any other languages, the English language version shall prevail and govern in all respects.
- 15.6. No refunds or exchange of Prize will be made under any circumstances. Winner arriving late to the Concert will only be permitted entry during times as deemed appropriate based on the discretion of the Company.
- 15.7. Smoking at the Concert venue is strictly prohibited except for designated area only.
- 15.8. To be permitted entry to the Concert venue as an audience member, the Winner must not dress in an exceedingly exposed or provocative manner or in any manner deemed unacceptable by the Company. Additionally, the Winner must comply with typical, heterosexual and gender binary norms for dress codes. The Company reserves the absolute right to refuse Winner to venue entry for failing to comply with acceptable dress codes.
- 15.9. The Winner and/or Winner must be able to show, for physical wristband ticket collection purposes, the confirmation email sent to the Winner and the original Identity Card or Passport if required. In the event the confirmation or documents provided are insufficient to verify the identity of the individual and/or Winner, the Company reserves the absolute right to refuse Winner or the Winner to venue entry. No person is allowed to enter the venue without a physical wristband ticket. The Company will not be responsible for any Prize that is lost, stolen or destroyed.
- 15.10. On ground Concert venue access control procedure and method are bound by the Terms & Conditions specified here in and any other provision as may be specified from time to time.
- 15.11. The Company reserves the right to request for further confirmation or documents to verify the identity of the Winner. In the event the confirmation or documents provided are insufficient to verify the identity of the Winner, the Company reserves the absolute right to refuse for venue entry.



- 15.12. Ownership or possession of the Prize does not confer any rights (by implication or otherwise) on the Winner to use, alter, copy and/or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the ticket.
- 15.13. Information is collected from those registering with the Company's representative, agent or any such authorized personnel in order to facilitate ticket or other services available. The information is collected and used in accordance with our Privacy Policy.
- 15.14. The information collected from those registering with the Company in order for marketing promotion will be processed in accordance with the Privacy Policy. By participating, the Participant provides his/her consent to the Company in processing their information and permits sponsors, partners and/or authorised parties to contact Participant to receive marketing materials and communications for future events, promotions and any other marketing and promotional activities.
- 15.15. Purchase or Giveaway from Unauthorised Sources / Refusal of Admission
- i. The Concert is a free event. Any Prize purchased from any other source may be unauthorised copies and purchaser(s) may be refused admittance to the Concert.
  - ii. In the event that the Winner provides false or incorrect data when participating the Contest, the Winner may be barred from attending the Concert.
- 15.16. The Company reserves the right, without refund of any amount paid, to refuse the admission to, and/or eject any person whose behavior does not comply with the rules and regulations set forth by the Company's representative, agent or any such authorized personnel and/or the venue.
- 15.17. Prize is non-transferable and cannot be resold. All Prizes will be rendered as invalid if transferred or resold.
- 15.18. Weather condition

As the Concert is an indoor event, it will not be impacted by rainy weather.



#### 15.19. Delay and Postponement

- i. The Company does not allow any exchange or cancellation of Prize under any circumstances and neither transferrable nor refundable unless otherwise permitted under paragraph below.
- ii. In the event of postponement, the Prize registered for the original event date may be applicable and valid for the new event date unless otherwise notified.
- iii. The Company reserves the right to postpone, cancel, interrupt or stop the event due to adverse weather, dangerous situations, or any other causes beyond its reasonable control.

#### 15.20. Cancellation

- i. The Company reserves the right to postpone, cancel, interrupt or stop the Concert or event due to adverse weather, dangerous situations, or any other causes beyond its reasonable control.
- ii. In the event any of the performing group is unable to attend or participate, and beyond the Company's reasonable control, no refund can be claimed under any circumstances.
- iii. The Company reserves the rights to change or amend any terms and conditions at any time at its sole and absolute discretion without prior notice.

#### 15.21. Consent

During the Concert (including entry into the Concert), the Winner agrees to submit to any search for any prohibited items including but not limited to weapons, controlled, dangerous and illegal substances and recording devices.

#### 15.22. Assumption of Risk

The Winner voluntarily assumes all risk and danger incidental to the Concert whether occurring prior to, during or subsequent to the actual Concert, including but not limited to any death, personal injury, loss, damage or liability.

#### 15.23. Changes to Concert

- i. The Company reserves the right to withdraw, replace, add or substitute any artists / performers' and or vary advertised programmes, event times, seating arrangements and audience capacity without prior notice.
- ii. The Company reserves the right to postpone, cancel, interrupt or stop the event due to adverse weather, dangerous situations, or any other causes beyond its reasonable control.

#### 15.24. Recording/ Audiotaping

No photography, audio or video recording is allowed during the Concert.

#### 15.25. Amendments

The Company reserves the rights to supplement, add, change or amend any of these terms and conditions at any time and at its sole and absolute discretion without prior notice.

#### 15.26. Other Terms & Condition

All other ticketing, venue & event entry terms & conditions apply.

### 16. **Anti-Corruption, Bribery, and Fraud**

- 16.1. The Participants shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Malaysian Anti-Corruption Commission Act 2009 and not engage in any activity, practice, or conduct which would be considered as 'Prohibited Act' for the purpose of this Contest. "Prohibited Act" means committing any offence under any applicable legislation which creates offences in respect of bribery, corruption and/or fraudulent acts.
- 16.2. The Participants shall not under any circumstances offer, promise, or make any gift, payment, loan, reward, inducement, benefit, or other advantage to the Company's employees, members of its board of directors, representatives and/or agents. The Participants recognize that such practice is in violation of the Company's respective policies, procurement ethics, and applicable laws and regulations and hereby warrant and undertake not to utilize any such information or assistance offered by such persons or companies or allow the existence or the

continuation of such practice for purposes of this Contest.

- 16.3. The Participants agree to ensure that anyone employed by or acting on its behalf shall not commit, or procure third parties to commit, any Prohibited Act in relation to this Contest and promptly report to the other party any requests for bribes by officials or business intermediaries in relation this Contest, as soon as it becomes aware of any such requests.
- 16.4. The Company shall take reasonable measures in ensuring compliance with this by its directors, employees, representatives and/or agents. Notwithstanding the aforesaid, the Participants shall be responsible for their observance and performance of the provisions herein.
- 16.5. The Company shall have the right to disqualify any Participant with immediate effect by written notice to the other if the said Participant has been declared guilty of a breach of the anti-corruption, anti-corruption legislation or is found in breach of any of the terms set out in this clause.

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## APPENDIX

### PRIVACY NOTICE

(Personal Data Protection Act 2010)

1. The personal data and other information (collectively, “**Personal Data**”) provided by the Participant to the Company may be used by the Company for the following purposes:
  1. To assess the Participant’s registration as a Participant in the Contest;
  2. To communicate with the Participant;
  3. To provide services to the Participant;
  4. To process the Participant’s admission;
  5. To respond to the Participant’s inquiries;
  6. To conduct internal processes;
  7. To provide the Participant with information on products and services of the Company and its related corporations;
  8. To provide the Participant with information on products and services of the Company’s business partners;
  9. Other legitimate business activities of the Company; and/or
  10. Such other purposes as set out in this Agreement.

(collectively “Purposes”).
2. If required for any of the foregoing Purposes, the Personal Data may be transferred to locations outside Malaysia or disclosed to the Company’s related corporations, licensees, business partners and/or service providers who may be located within or outside Malaysia or be knowingly disclosed to any third party.
3. The Participant may make inquiries, complaints and request for access to or correction of the Personal Data or limit the processing of the Personal Data (e.g. requesting that the Company does not send the Participant any marketing materials) at any time hereafter by submitting such request via email to the Company’s Legal, Regulatory, and Secretarial Division at [legal@smg.my](mailto:legal@smg.my) (subject to change by the Company).

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### **NOTIS PRIVASI**

(Akta Perlindungan Data Peribadi 2010)

1. Data peribadi dan maklumat lain (secara kolektif, "**Data Peribadi**") yang diberikan oleh Peserta (Participant) kepada Syarikat (Company) mungkin digunakan dan diproses oleh Syarikat untuk tujuan-tujuan berikut:-

- (a) Untuk mempertimbangkan pelantikan Peserta sebagai Peserta;
- (b) Untuk berkomunikasi dengan Peserta;
- (c) Untuk memberikan perkhidmatan kepada Peserta;
- (d) Untuk memproses kemasukan Peserta;
- (e) Untuk membalas sebarang pertanyaan Peserta;
- (f) Untuk menjalankan proses-proses dalaman;
- (g) Untuk memberikan maklumat mengenai produk dan perkhidmatan Syarikat dan syarikat-syarikatnya yang berkaitan kepada Peserta;
- (h) Untuk memberikan maklumat mengenai produk dan perkhidmatan rakan kongsi perniagaan Syarikat kepada Peserta;
- (i) Lain-lain aktiviti perniagaan Syarikat yang sah; dan/atau
- (j) Tujuan-tujuan lain yang dinyatakan di dalam persetujuan ini.

(secara keseluruhan "**Tujuan**").

2. Sekiranya diperlukan untuk mana-mana Tujuan yang dinyatakan, Data Peribadi boleh dipindahkan ke lokasi di luar Malaysia atau didedahkan kepada perbadanan berkaitan, pemegang lesen, rakan perniagaan, dan/atau pemberi khidmat, yang mungkin berada di dalam atau luar Malaysia. Selain daripada yang dinyatakan di sini, Data Peribadi tidak akan, dengan sedarinya, dipindahkan ke mana-mana tempat di luar Malaysia atau dizahirkan ke mana-mana pihak ketiga.
3. Peserta boleh membuat pertanyaan, aduan, dan permintaan untuk akses atau pembetulan Data Peribadi atau mengehadkan pemprosesan Data Peribadi (contohnya meminta bahawa Syarikat tidak menghantar apa-apa bahan pemasaran) pada bila-bila masa akhirat dengan mengemukakan permintaan itu melalui emel kepada bahagian *Legal, Regulatory, dan Secretarial* Syarikat di alamat [legal@smg.my](mailto:legal@smg.my) (tertera kepada perubahan oleh Syarikat).

*[Baki halaman ini sengaja dibiarkan kosong]*