



B. STANDARD TERMS AND CONDITIONS

1. INTRODUCTION

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

2. APPLICATION FORM

- 2.1 If so required, the Application Form must be complete, filled up accurately and signed by the Contestant and sent to the Organiser vide the Mode and to the Address together with such other documents as may be required as set out in the Basic Terms. Entries must be received by the Organiser on or before the Entry Deadline as set out in the Basic Terms.
- 2.2 By submitting the Application Form, the Contestant shall be deemed to have read, understood, accepted and agreed to be bound by the Terms and Conditions of the Competition.
- 2.3 All statements made and information provided by the Contestant to the Organiser in the Application Form must be true correct, accurate and complete.
- 2.4 Submission of the Application Form does not guarantee the Contestant the opportunity to participate in the Competition. The Organiser shall be entitled to reject or refuse participation by the Contestants for reasons, including (without limitation) where the Application Form is not complete or any provisions in the Terms and Conditions is not fulfilled or adhered to by the Contestant.
- 2.5 Without prejudice to Clause 2.4 above, the process of selection of contestants is at the Organiser’s sole discretion and even if the Contestant has been selected as a participant of the Competition, the Organiser is nevertheless not obliged to have the Contestant as a contestant in the Competition.

3. ELIGIBILITY

- 3.1 The Contestant Eligibility Criteria are as set out in the Basic Terms.
- 3.2 Contestants may be required to submit further proof of their eligibility within such timeframe as may be required by the Organiser failing which the Organiser shall be entitled to disqualify the Contestant.

4. INELIGIBILITY

- 4.1 Persons who are ineligible to participate in the Competition are as set out in the Basic Terms.

5. DISQUALIFICATION

5.1 The Organiser reserves the right to disqualify Contestants and/or revoke the Prize (at any stage of the Competition) if:-

- 5.1.1. The Contestant are ineligible or does not meet any of the Eligibility Criteria;
- 5.1.2. The Contestant breaches of the Terms and Conditions or other rules and regulations of the Competition;
- 5.1.3. The Contestant is found to have consumed any illegal drug or indulged in substance abuse during the recording of the Programme;
- 5.1.4. in the Organiser's sole determination, it believes that the Contestant has attempted to undermine the operation of the Competition by fraud, cheating, deception or conduct deemed unacceptable to the Organiser; or
- 5.1.5. at the Organiser's sole determination, the participation by Contestant is not suitable or may post any health risk to the Contestant or for any reasons whatsoever.

5.2 Whilst the Organiser will endeavour to conduct necessary verifications on the eligibility of contestants, failure to disqualify any ineligible contestants shall not be deemed a breach by the Organiser.

5.3 In the event of a disqualification after the Prize has been awarded, the Organiser reserves the right to demand for the return of the Prize or payment of its value from the ineligible or disqualified Contestant.

6. WARRANTIES

6.1 The Contestant represents, warrants and agrees with the Organiser that:-

- 6.1.1 the Contestant has met all the eligibility criteria and has the right, authority and power to enter into this Competition and shall provide such proof as the Organiser requires;
- 6.1.2 all statements made and information provided by the Contestant to the Organiser are true correct, accurate and complete;
- 6.1.3 The Contestant has the right, authority and power to grant the rights set out in the Terms and Conditions of this Competition and is under no restriction (contractual or otherwise) that may prevent the Organiser from using and/or exploiting the performance or the product of the Contestant's performance in the Competition and/or Programme;
- 6.1.4 The Contestant's participation in the Competition does not entitle the Contestant to wages, salary or any other compensation;
- 6.1.5 The performance of the Contestant during the Competition shall be original and the Contestant will not breach or infringe any proprietary rights, intellectually property rights or copyrights belonging to any third parties nor contain any act or words that shall be defamatory, obscene or profane;
- 6.1.6 The Contestant has not been and shall not be involved or participate in any dishonest, deceptive or fraudulent act or conduct in relation to the Competition and Programme. The Contestant agrees that the Contestant is aware that it is a breach of the Terms and Conditions and the rules of the Competition for the Contestant or anyone else to offer or accept any special or secret assistance to rig the outcome of the Competition. The Contestant agrees that the Contestant will not participate in any such act or any other deceptive or dishonest act with respect to the Competition and that if anyone tries to induce the Contestant to do so such act, the Contestant shall immediately notify the Organiser;
- 6.1.7 The Contestant has not accepted and shall not accept endorsements from any third parties any monies, service or other valuable consideration for the inclusion of any "plug", reference, product identification and/or any other matter in the Competition and/or Programme;
- 6.1.8 The Contestant agrees that the Contestant shall not make any arrangement with any third party whereby any person may acquire the right to advertise, promote, sell, package or display goods or services or merchandise of any description using the Contestant's name or any reproduction of the physical likeness of the Contestant in association with the appearance of the Contestant in the Competition without the prior written consent from the Organiser;
- 6.1.9 The Contestant is in a good state of health and free of any serious and/or contagious illness.
- 6.1.10 The Contestant agrees that all prizes (if awarded) is contingent upon the accuracy of the information provided and disclosures made by the Contestant and the full and complete performance of the Contestants warranties, undertakings and obligations hereunder.
- 6.1.11 The Contestant agrees that the Contestant shall not without the prior written consent from the Organiser publish or disclose any information in connection with the Competition or Prize (including without limitation, to any representatives of media in any form whatsoever).

7. ASSIGNMENT OF RIGHTS

7.1 In consideration of the Organiser granting to the Contestants the opportunity to participate in the Competition and the opportunity to appear in the Programme, the Contestants unconditionally and irrevocably:-

- 7.1.1 agrees and consents to the photographing filming and recording of the Contestant and the Contestant's voice and performance and that such photographs film and sound recording may be incorporated in the Competition and/or the Programme in whole or in part at the Organiser's discretion.
- 7.1.2 consents, grants, assign and transfer to the Organiser the exclusive worldwide rights (without remuneration to the Contestant and royalty-free) to use, reproduce and exploit the names, sobriquet, autograph, likeness, photographs, portrait, caricature, silhouette, voice, biography, performance, sound recordings and audio-visual recordings of the performance of the Contestant and/or any part thereof and all other products resulting from the Contestant's participation in the Competition and/or Programme by any means (including without limitation the right to incorporate any other materials thereto) and in all media whether now known or hereafter devised for the purpose of promoting, publicity or commercial exploitation of the Competition, the Programme and/or the Additional Television Programmes.
- 7.1.3 agrees that the Organiser may produce other television programmes derived from the Competition ("Additional Television Programmes"), including those relating to the making of the Programme, and the Organiser shall be entitled to record all performances of the Contestant, which performances may be included in the Additional Television Programmes at the Organiser's sole discretion.
- 7.1.4 waives the benefits of any provision of law known as droit moral or similar law or moral rights in any country of the world and grants to the Organiser all consents which may be required under any law, to enable the Organiser to exercise the rights granted herein.
- 7.1.5 agrees that the Organiser shall have full charge and control of the manner in which and the terms on which the Competition and/or Programme or any part thereof shall be produced, marketed, used, distributed, exploited, exhibited and/or otherwise disposed of throughout the world, if at all.
- 7.1.6 agrees that the personal data of the Contestant including, but not limited to, name, mailing address, phone, works, performance and email address may be collected, processed, stored and other wise used for the purposes of conducting and administering the Competition and used in the ordinary course of the Organiser's business as it sees fit.

8. AGREEMENT

- 8.1 The Contestant shall observe all rules and regulations, guidelines, broadcast and station operation rules and procedures relating to safety, fire prevention or general administration in force at any place in which the Competition and/or Programme is held or recorded and to conduct himself/herself in such manner so as not to interfere or disrupt the Organiser's production, recording, broadcast and exploitation of the Competition and/or Programme and/or matters related to such production, recording, broadcast and exploitation. The Contestants shall cooperate and to follow all directions given to the Contestant by the Organiser during the Competition Period.
- 8.2 If so required by the Organiser, the Contestant shall attend all functions, promotions, publicity and/or campaigns organized by the Organiser in relation to any promotion and publicity of the Competition and participate in interviews, photo, video and/or film sessions notwithstanding the expiry of the Competition Period and acknowledge that the Organiser has the right to use such interviews, publicity photos, videos and/or films in any medium and in any manner it sees fit, without payment of any compensation to the Contestant whatsoever.
- 8.3 The Contestant shall co-operate and comply with all reasonable requests of the Organiser in connection with the Competition.
- 8.4 If so required by the Organiser, the Contestant shall execute a long form agreement containing terms and conditions in respect of his/her participation in the Competition.
- 8.5 The Contestant must attend all briefings, rehearsals, recordings and other activities involved in relation to the Programme and/or Competition and be punctual and adhere to such dates and times so required of them to be present, as the Organiser may inform during the Competition Period. Failure to do so may result in the disqualification of the Contestant from the Competition.

- 8.6 The Contestant shall not give any interviews, public statements or be involved in any articles or reports in respect of the Competition or the Prizes with any third party without the prior written consent from the Organiser notwithstanding the expiry of the Competition Period.
- 8.7 The Contestant agrees and undertakes not to commit any act and/or make any statement which might prejudice or damage the reputation of or bring into disrepute the Organiser or sponsors and/or inhibit or prejudice the successful, production, recording, broadcast and exploitation of the Competition and/or Programme in any way.
- 8.8 Subject to Clause 8.9 hereof, the Contestant shall immediately notify the Organiser of any offer of engagement for performances, sponsorship, product endorsement and/or management contract during the Competition Period and shall not accept any such offers without first obtaining the Organiser's prior written consent.
- 8.9 The Contestant hereby grants the Organiser and/or its nominee(s), the option to sign him/her up as its performing artiste and execute management agreement or recording agreement (as the case may be) on such terms and conditions as determined by the Organiser, including at least a three (3) year term contract with an option to renew for a further two (2) years. In the event no such option is exercised by the Organiser and/or its nominee within one (1) year from the date of the finals of the Competition, the Contestant shall be free to enter to any such management agreement or recording agreement with any third parties.

9. PRIZES

- 9.1 The Prizes for the Competition shall be as set out in the Basic Terms.
- 9.2 The winners' names will be notified or announced by the Organiser by such mode and in such manner as set out in the Basic Terms.
- 9.3 All Prizes must be collected within the Collection Period and at such Collection Venue as set out in the Basic Terms. Failure to claim Prizes shall result in the Prizes being forfeited by the Organiser and the Organiser, its agents, sponsors and representatives shall have no liability to the winners in any respect whatsoever.
- 9.4 In the event that the Contestant 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 Organiser.
- 9.5 Where the Prizes awarded non-cash prizes, the Contestant shall not be entitled to redeem the same for cash or other alternatives.
- 9.6 The Organiser does not guarantee the availability of non cash-Prizes thereof and the Organiser shall be entitled to replace and/or substitute the prize(s) with any other prize(s) of similar value as determined by the Organiser its agent or sponsors at its sole discretion.
- 9.7 All prizes are strictly not transferable, assignable, exchangeable or redeemable by the Contestant in any other form or manner other than that specified by the Organiser. All specific or special terms and conditions that are attached to the Prize (whether by the Organiser, its agent or sponsor) must be adhered to by the Contestant.
- 9.8 The Contestants agree that if the Competition involves a group winning and his/her group emerges as a winner, the Contestant agree that the Organiser is authorized to award the Prize to the group leader. In such event, the Contestant shall liaise directly with the group leader for his/her share in the Prize(s) and shall not have any claims whatsoever against the Organiser for the Prize(s) or any part thereof.
- 9.9 The Contestant is responsible for any and all taxes payable as a result of a Prize being awarded or received (if applicable).
- 9.10 All Prizes are accepted entirely at the risk of the Contestant Prizes and are awarded by the Organiser and/or sponsors without any warranty of any kind express or implied. The Contestant shall execute a deed of release and indemnity in a form prescribed by the Organiser, if so required, in order to receive the Prize.
- 9.11 Prizes must be claimed in person unless the Organiser prescribes other mode of collection. Where the Organiser elects to post a prize to a winner, no responsibility will be accepted by the Organiser for the safe and effective postal delivery of the Prize.
- 9.12 In special situations, and subject to the absolute discretion of the Organiser, a winner may nominate a designated representative to collect a prize. The representative will be required to present written

authorisation from the winner and identification which includes a photograph for both the Competition winner and his/her representative.

9.13 Holiday Prizes

If the Prizes awarded by the Organiser are travel/holiday prizes ("Holiday Prizes"):-

- 9.13.1 Holiday Prizes must be taken in accordance with the dates and destinations specified by the Organiser, its travel agencies or sponsors failing which it shall be forfeited. No cash alternative or alternative destination will be offered by the Organiser, its agents or sponsor.
- 9.13.2 Holiday Prizes must be taken in accordance with terms and conditions as may be set by the Organiser, travel agencies or sponsor including (without limitation) the following:-
- (a) the terms and conditions respective airlines/carrier;
 - (b) the terms and limitations of any insurance policy relating to the Holiday Prize; and
 - (c) the terms and conditions in connection all health and safety guidelines and instructions and all applicable legal and regulatory requirements.
- 9.13.3 Any travel prizes won by minors shall be in accordance with the terms and conditions of the respective carrier and where specified, accompanied by the parent(s) or legal guardian at the parent(s) or legal guardian own cost and expense.
- 9.13.4 Winners must hold a valid passport with at least six (6) months' validity period. It shall be the responsibility of winners to obtain the necessary visa and other travel documents at their sole cost and expense. No compensation whatsoever will be given should the winner fail to obtain such documents, regardless of the circumstances.
- 9.13.5 It shall be the responsibility of winners to obtain the necessary visa and other travel documents (if so required) at their sole cost and expense. Passport control and in-country authorities reserves the right to refuse entry. If the winner of a Holiday Prize is refused passage, entry or exit to or from the country being visited, the Organiser will not be responsible in any way to compensate the winner for such refusal of passage, entry or exit and any additional costs incurred will be at the sole cost and responsibility of the winner.
- 9.13.6 In the event of unforeseen circumstances or circumstances outside the reasonable control of the Organiser and/or the sponsor, the Organiser and/or sponsor reserves the right to offer alternative destination of approximately similar value. No cash alternative will be offered.
- 9.13.7 Any flights, other transport, airport details, accommodation or other aspects of the Holiday Prize, dates and times quoted by the Organiser, its agencies, sponsors or representatives are for guidance only and are subject to change without notice with no liability arising.
- 9.13.8 Holiday prize winner must have sufficient financial resources to meet any financial commitment which they may incur in connection with the travel prize (including, without limitation, transfers to and from any airport specified in the travel prize, meals and drinks, room services, laundry, excess baggage, personal, medical and/or baggage insurance, all items of personal nature, custom tax and airport tax) beyond those included in the travel prize itself.
- 9.13.9 Unless otherwise specified, the class of travel for any Holiday Prize incorporating an airfare is economy class.

9.14 Ticket Prizes or other give-aways

If the Prizes awarded by the Organiser are in the form of free tickets or other forms of give-aways, winner shall be bound by the event promoter's terms and conditions. In the case of ticket prizes, the winner must adhere to those terms and conditions set out on the ticket and the rules and regulations of the venue thereof.

10. DECISIONS OF THE JUDGES/ORGANISER

- 10.1 The criteria for the Selection of Winners shall be as set out in the Basic Terms.
- 10.2 Notification of Winners will via the means as set out in the Basic Terms.
- 10.3 The Judges/Organiser's decisions on all matters relating to the Competition (including without limitation, the selection of Contestants, the conduct of the Competition and/or any resolutions made) shall be final and

absolute and binding on the Contestants. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of the Organiser will be entertained.

- 10.4 The Contestants shall not dispute nor make any oral or written complaints, public announcements or statements on the same whether during or after the Competition.

11. GOVERNING LAW

- 11.1 The Terms and Conditions of the Competition shall be construed, governed and interpreted in accordance with the laws of Malaysia.

12. CONFIDENTIALITY

- 12.1 The Contestant shall treat all Terms and Conditions and rules and regulations of the Competition and all information and knowledge obtained by the Contestant in relation to and/or in connection with the Competition and/or Programme and/or derived as a result of his/her participation in the same, including without limitation the Organiser's business and operational details, the competition mechanics, the judging/selection criteria for the Competition (hereafter collectively known as "Confidential Information"), as confidential and the Contestant shall, during and after the Competition 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 Organiser 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.

13. INDEMNITY

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

14. COSTS

- 14.1 All costs incurred by the Contestant in relation to and/or with respect to the Competition including without limitation all transport costs, costs for grooming/make-up, accommodation costs, meal costs and other related cost incurred by the Contestant as a result of and/or pursuant to his/her participation in the Competition shall be solely borne by the Contestant. The Organiser shall not be liable to reimburse the Contestant for any of such costs and expenses incurred thereof.
- 14.2 The Contestant shall at his/her own cost and expenses arrange and provide for his/her own costumes/wardrobe for the Competition. Notwithstanding the foregoing, all costumes/wardrobe, make-up and hairstyle of the Contestant shall be subject to the approval of the Organiser and the rules, codes of conduct and censorship guidelines applicable to television broadcast stations in Malaysia and shall not be vulgar, obscene or contrary to the applicable laws of Malaysia.

15. LIMITATION OF LIABILITY

- 15.1 The Contestant acknowledge that his/her participation in the Competition shall be at his/her own risks. The Contestant shall be responsible for obtaining adequate insurance coverage (including without limitation travel insurance) for the purposes of competing in the Competition.
- 15.2 The Organiser, its agents, sponsors, representatives, affiliates and their respective directors, officers and employees, agents and assigns shall not be liable to any Contestant in respect of any failure to win a Prize in the Competition, defective Prizes or misuse of Prizes or any other loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Contestant during the Competition or arising out of or in connection with the Competition, the participation by the Contestant in the Competition and/or the Prizes awarded.

16. GENERAL

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

- 16.2 The Contestants shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. The Organiser 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 Organiser.
- 16.3 All rights and privileges herein granted to the Organiser irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Contestants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Competition, the production, distribution, exhibition and/or exploitation of the Competition and/or Programme and/or any product based on and/or derived from the Competition and/or Programme.
- 16.4 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 Competition.
- 16.5 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.

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