

ASTRO-NACSA CODING CHALLENGE 2024 TERMS AND CONDITIONS

A. BASIC TERMS

1.	Organiser	Measat Broadcast Network Systems (Astro) National Cyber Security Agency (NACSA), Malaysia
2.	Name of Competition	Astro-NACSA Coding Challenge 2024 (ANCC 2024)
3.	Brief Description of Competition	This is a Competition to develop an innovative mobile application aimed to tackle cybersecurity threats, particularly malware linked to cybercrimes and illicit video streaming activities.
4.	Brief mechanism of Competition	<p>The Competition comprises the following rounds:</p> <ul style="list-style-type: none"> (a) Registration (b) Challenge (c) Solutions presentation (d) Submission <p>The Contestants must adhere to the mechanism of the Competition as may be briefed and communicated to the Contestants by the Organiser during the Competition Period.</p>
5.	Eligibility Criteria	<ul style="list-style-type: none"> a) The Competition is open to all Malaysians students from public or private institutes of higher education of the Age of Eligibility below. b) Contestants must be Malaysian citizens and must possess valid Malaysian Identity Cards.
6.	Ineligibility	<p>The following persons are not eligible to participate in the Competition :-</p> <ul style="list-style-type: none"> (a) Employees/vendors/contractors and their *immediate family members of the Organiser, MEASAT Broadcast Network Systems Sdn Bhd, Astro Entertainment Sdn Bhd, Astro Production Sdn Bhd, Astro Digital 5 Sdn Bhd and Astro Malaysia Holdings Berhad, the sponsor of the Competition and their affiliates and partners. (b) Has won any prize(s) up to a value either individually or collectively of a value of RM1,000 and below from the Organiser in the period of thirty (30) days prior to entering the Competition. (c) Has won any prize(s) up to a value either individually or collectively of a value of RM1,001 to RM5,000 from the Organiser in the period of ninety (90) days prior to entering the Competition.

		<p>(d) Has won any prize(s) up to a value either individually or collectively of a value of RM5,001 and above from the Organiser in the period of three hundred and sixty-five (365) days prior to entering the Competition.</p> <p>*immediate family members mean spouse, children, parents, brothers and sisters</p>
7.	Age of Eligibility	The Contest is open to all Malaysian students who are 18 years old and above at the time of submission of entry or as at the first date of the Competition Period.
8.	Competition Period	<p>29 May 2024 - 30 June 2024</p> <p>The Organiser reserves the right to vary, extend, postpone or re-schedule the Competition Period or any of the dates thereof at its sole discretion.</p>
9.	Language of Competition	Bahasa Malaysia / English
10.	Entry Procedure	<p>The following are the ANCC 2024 entry procedures:</p> <ol style="list-style-type: none"> 1. Scan QR Code to reach website URL destination "https://promotions.astro.com.my/details/ancc2024" 2. Registrants are required to fill all required fields in the ANCC 2024 registration form. 3. By submitting the form, registrants agree to comply to Astro's terms and conditions and privacy notice. <p>The Organiser shall be entitled to request to sight the original Identity Card or the originals of other supporting documents/materials for verification purposes (where required).</p>
11.	Entry Deadline	Entries must be received by the Organiser on or before 17 May 2024.
12.	Contact Mode	Participants/Registrants of ANCC 2024 can reach the organisers for queries via email: "ancc2024@astro.com.my"
13.	Address	All Asia Broadcast Centre, Technology Park Malaysia, Lebuhraya Puchong-Sungai Besi, Bukit Jalil, 57000 Kuala Lumpur.
14.	Selection of Winner	<ol style="list-style-type: none"> 1. Selection of winners for ANCC 2024 are at the sole discretion of the Organiser. 2. Decision of the winners are final and registrants/participants/judges of ANCC 2024 are bound to abide by the decisions made by the Organiser. 3. Organiser is not required to provide justification of decisions made on winners of ANCC 2024.
15.	Prize	<ol style="list-style-type: none"> 1. First Prize 2. Second Prize 3. Third Prize

16.	Notification of winners	Winners will be notified / winners' names/team names will be announced by the Organiser at the end of the Competition.
17.	Collection Period	Within one (1) month from notification by the Organiser / To be advised / The collection details will be informed when the Organiser announces the winner.
18.	Collection Venue	Not applicable / To be advised / The collection details will be informed when the Organiser announces the winner.
19.	Additional Terms, if any	<p>Submissions are subject to local laws and regulations and vetted by internal censorship processes. Any offensive submissions will be disqualified. The Contestant must either (i) be the copyright owner of the coding/mobile application developed and/or submitted by the Contestant or (ii) have gained permission from the copyright owner to develop and/or submit the coding/mobile application and (iii) does not violate the intellectual property rights or other rights including but not limited to copyright, trademark, patent, contract, and/or privacy rights, of any other person or entity.</p> <p>By participating in the Competition, the Contestant agrees that ownership of all intellectual property rights for development of the coding/mobile application and any work submitted by the Contestant under this Competition shall vest in the Organiser absolutely. The Contestant hereby grants, transfers and assigns all rights, title and interest in such work and all intellectual property rights in such work and all renewals and extensions thereof to the Organiser throughout the world in perpetuity, and agrees to provide all assistance reasonably requested by Organiser in the establishment, preservation and enforcement of its intellectual property rights in such work, such assistance to be provided at Organiser's expense but without any additional payment to the Contestant. The Contestant waives all moral rights with respect to the work developed or produced hereunder, including but not limited to, any and all rights of identification or authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.</p> <p>The Contestant agrees to assign and grant to the Organiser, the sponsor of the Competition and their affiliates or partners a worldwide, perpetual, royalty-free, non-exclusive, sublicensable right and license to use, reproduce, edit, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to the audio/photo/video or taken or recorded during the Competition and waive the benefits of any moral rights in the audio/photo/video. The Organiser, the sponsor of the Competition and their affiliates or partners shall have the sole right (but not the obligation) to use, upload or publish the audio/photo/video uploaded or taken or recorded during the Competition and/or to incorporate it in other works in any media and platform at its sole discretion for any purposes including</p>

		promotional advertising and marketing purposes without any royalty payment whatsoever to the Contestants.
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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 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 Terms and Conditions shall be binding on all contestants ("Contestants") and any other person who participates in this Contest alongside the Contestants.
- 1.3 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.
- 1.4 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.
- 1.5 The Competition will be organized by the Organiser in the Competition Language as set out in the Basic Terms.
- 1.6 The Entry Procedure of the Competition is as set out in the Basic Terms.
- 1.7 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.
- 1.8 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 The Application Form must be complete, filled up accurately and the Contestant agrees to comply to all terms and conditions of the competition as by the Organiser vide the Mode 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 participant in the Competition.
- 2.6 Entries must be received by the Organiser on or before the Entry Deadline as set out in the Basic Terms. Entries received after the stipulated time will be disqualified and ineligible for consideration for participation and/or Prizes.

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 any 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 Competition;
 - 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 pose 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 and warrants 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 shall observe all rules and regulations relating to safety, fire prevention or general administration in force at any place in which the Competition is held and to conduct himself/herself in such manner so as not to interfere or disrupt the Competition;
- 6.1.4 the Contestant shall cooperate, follow all directions and comply with all reasonable requests given to the Contestant by the Organiser during the Competition Period;
- 6.1.5 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;
- 6.1.6 the Contestant shall be available for any activities and/or events in relation to the Competition and be punctual and adhere to such dates, times and/or location so required of them to be present, as the Organiser may inform during the Competition Period, failing which, may result in the disqualification of the Contestant from the Competition;
- 6.1.7 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 in any way; and
- 6.1.8 the Contestant shall immediately notify the Organiser of any offer of engagement for services, 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.

- 6.2 In consideration of the Organiser offering to the Contestant the opportunity to participate in the Contest, the Contestant hereby unconditionally and irrevocably:

- 6.2.1 agrees that if so, required by the Organiser, the Contestant shall make himself/herself available (without compensation) for any production and recording of (or related to) the Competition for promotional and publicity purposes, including but not limited to:

- (a) doing interviews (which shall be recorded); and/or
- (b) the taking of still photos, audio and/or visual recording

(collectively, the "Recording"), during such time and production schedule as may be notified by the Organiser from time to time;

- 6.2.2 agrees and consents that the Organiser shall have the right and absolute discretion to broadcast the Recording on any of its or its affiliates' programmes/channels in whole or in part at the Organiser's discretion. All copyrights subsisting in the Recording shall belong to the Organiser absolutely;
- 6.2.3 agrees that where Contestants 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 Application Form, the Contestant warrants that all Intellectual Property Rights in such submission does not infringe any third party intellectual property rights;
- 6.2.4 agrees and consents to the photographing filming and recording of the Contestant and that such photographs film and sound recording may be incorporated in the Competition in whole or in part at the Organiser's discretion;
- 6.2.5 agrees that all works and/product developed by 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;
- 6.2.6 agrees that the Organiser 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 Contestant and/or representatives;
- 6.2.7 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 Contestant and/or any part thereof and all other products resulting from the Contestant's participation in the Competition 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;
- 6.2.8 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;
- 6.2.9 agrees that the Organiser shall have full charge and control of the manner in which and the terms on which the Competition or any part thereof shall be produced, marketed, used, distributed, exploited, exhibited and/or otherwise disposed of throughout the world, if at all;
- 6.2.10 agrees that 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 works or the product of the Contestant's in the Competition;
- 6.2.11 agrees that 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;

- 6.2.12 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;
- 6.2.13 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;
- 6.2.14 confirms that 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;
- 6.2.15 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;
- 6.2.16 confirms that the Contestant is in a good state of health and free of any serious and/or contagious illness;
- 6.2.17 confirms that the Contestant has read and understood Terms and Conditions of the Competition and the Contestant agrees to abide by said terms and conditions accordingly and agrees to cooperate and to follow all directions given to the Contestant;
- 6.2.18 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;
- 6.2.19 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);
- 6.2.20 agrees that the Contestant shall not give any product statement or endorsement, any interviews or be involved in any articles or reports in respect of the Competition or the Prize with any third party without the prior written consent from the Organiser notwithstanding the expiry of the Contest Period; and
- 6.2.21 agrees that the Contestant's participation in the Competition does not entitle the Contestant to wages, salary or any other compensation.
- 6.3 If the Contestant is found to be in breach of any of the warranties provided under Clauses 6.1 and 6.2, the Organiser reserves the right to immediately:
- 6.3.1 revoke the Contestant's opportunity to participate in the Competition;
- 6.3.2 revoke any Prize he/she may have become entitled to; and/ or

6.3.3 disqualify the Contestant from the Competition.

7. DATA PRIVACY

- 7.1 By entering this Competition, the Contestants agree to be bound by the Privacy Notice available at <https://www.astro.com.my/privacy>.
- 7.2 The personal data of the Contestant including, but not limited to, name, mailing address, phone, works 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. PRIZES

- 8.1 The Prizes for the Competition shall be as set out in the Basic Terms.
- 8.2 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.
- 8.3 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.
- 8.4 Where the Prizes awarded are non-cash prizes, the Contestant shall not be entitled to redeem the same for cash or other alternatives.
- 8.5 The Organiser does not guarantee the availability of non-cash prizes and the Organiser shall be entitled to replace and/or substitute such Prize(s) with any other Prize(s) of similar value as determined by the Organiser its agent or sponsors at its sole discretion.
- 8.6 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.
- 8.7 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.
- 8.8 Prize 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.
- 8.9 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.

- 8.10 The Contestant is responsible for any and all taxes payable as a result of a Prize being awarded or received (if applicable).
- 8.11 In the event that the Contestant chooses not to accept a Prize, the Prize shall be forfeited and the Prize will be dealt with according to the absolute discretion of the Organiser.
- 8.12 All Prizes are accepted entirely at the risk of the Contestant 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.

Holiday Prize

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

- 8.13.1 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.
- 8.13.2 Holiday Prizes must be taken in accordance with the terms and conditions as may be set by the Organiser, travel agencies or sponsor including (without limitation) the following:
- (i) the terms and conditions of the respective airlines/carrier;
 - (ii) the terms and limitations of any insurance policy relating to the Holiday Prize;
 - (iii) the terms and conditions in connection to all health and safety guidelines and instructions and all applicable legal and regulatory requirements.
- 8.13.3 Any Holiday 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.
- 8.13.4 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.
- 8.13.5 Passport control and in-country authorities reserve 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.
- 8.13.6 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.
- 8.13.7 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.
- 8.13.8 Unless otherwise specified, the class of travel for any Holiday Prize incorporating an airfare is economy class.

- 8.13.9 Holiday Prize Winners must have sufficient financial resources to meet any financial commitment which they may incur in connection with the Holiday Prize (including, without limitation, transfers to and from any airport specified in the Holiday 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 Holiday Prize itself.

Ticket Prize or other give-aways

- 8.14 If the Prizes awarded by the Organiser are in the form of free tickets, passes, vouchers or other forms of give-aways:
- 8.14.1 the Winner shall be bound by the event promoter's, sponsor's or issuer's terms and conditions;
- 8.14.2 the Winner must adhere to those terms and conditions set out on the ticket, pass or voucher (such as film classification) and the rules and regulations of the venue thereof; and
- 8.14.3 the venue, date and time of the event/programme/movie/show may be changed at any time at the absolute discretion of the Organiser, event promoter and/or sponsor.

Cash Prizes

- 8.15 Where applicable, cash Prizes ("Cash Prize") shall be issued to the Winners in the form of a telegraphic bank transfer. Cash Prize Winners will be responsible for all related banking charges imposed by banks.
- 8.16 The Winner must provide accurate bank account or transfer details to the Organiser. In the event the telegraphic transfer transaction to the Winner's bank account fails due to incomplete and/or wrong information provided by the Winner, the Organiser reserves the right to deduct RM10.00 from the value of the cash prize for each re-submission of such transaction.
- 8.17 If the Winner wants to receive the Cash Prize in the form of a cheque, the Winner will need to issue a letter to the Organiser stating their request. The Winner shall be responsible for all charges related to the issuance, re-issuance and/or clearance of the cheque. Such charges shall be deducted from the value of the Cash Prize, unless such charges are incurred due to the negligence, omission and/or fault of the Organiser.

9. DECISIONS OF THE JUDGES/ORGANISER

- 9.1 The panel of judges (if applicable) will be determined at the sole discretion of the Organiser and/or the sponsor.
- 9.2 The criteria for the Selection of Winners shall be as set out in the Basic Terms.
- 9.3 Notification of Winners will via the means as set out in the Basic Terms.
- 9.4 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.

- 9.5 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.

10. GOVERNING LAW

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

11. CONFIDENTIALITY

- 11.1 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 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.

12. INDEMNITY

- 12.1 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.

13. COST

- 13.1 All costs incurred by the Contestant in relation to and/or with respect to the Competition including without limitation postal charges or Internet Service Provider (ISP) charges (if applicable), all transport costs, communication charges, 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. LIMITATION OF LIABILITY

- 14.1 The Contestant acknowledge that his/her participation in the Competition shall be at his/her own risks.
- 14.2 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.

14.3 The Organiser will not be responsible or liable for:

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

14.3.2 any error (including error in notification of 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 Organiser's control.

15. GENERAL

15.1 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.

15.2 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.

15.3 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 any product based on and/or derived from the Competition.

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 Competition.

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.

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