

**SPECIFIC TERMS AND CONDITIONS FOR  
COMPLIMENTARY UNIFI TV FIFA WORLD CUP 2026™ DAILY PASS GIVEAWAY CAMPAIGN (“Campaign”)**

This Specific Terms and Conditions for the Campaign (“Specific Terms and Conditions”) must be read together with the General Terms and Conditions, as available at <http://www.unifi.com.my/fifaworldcup2026> (subject to further changes, at TM’s absolute discretion, without prior notice to the Participant (as defined below)). In the event of any discrepancies, this Specific Terms and Conditions shall prevail over such discrepancies only and other terms that are not affected shall remain as is. TM reserves the right to vary, supplement, delete, amend or modify this Specific Terms and Conditions, from time to time without prior notice. By participating in the Campaign, You (which shall be interchangeably referred to as “Participant”) are deemed to have read, understood and agree to be bound by the terms and conditions herein and further agree that any decision by TM in relation to every aspect of the Campaign, shall be final, binding and conclusive.

**1. THE CAMPAIGN**

- 1.1 This COMPLIMENTARY UNIFI TV FIFA WORLD CUP 2026™ DAILY PASS GIVEAWAY CAMPAIGN (hereinafter referred to as “Campaign”) is organized by TM Technology Services Sdn. Bhd. (Company No. 200201003726 (571389-H)) (hereinafter referred to as “TM”).
- 1.2 The Prize (as stated in Paragraph 7 of this Specific Terms and Conditions and further illustrated in the Frequently Asked Question (FAQ) which can be found at <http://www.unifi.com.my/freepass> for this Campaign is sponsored by TM Technology Services Sdn. Bhd.

**2. ELIGIBILITY**

- 2.1 This Campaign is open to individuals who possess a valid email address and successfully register through the official designated Campaign registration page. TM reserves the right to verify the eligibility of any participant if required.
- 2.2 If you are under the age of 18 years old, you are required to obtain consent of your parents or legal guardian before participating. By participating, you are deemed to have obtained such consent.

**3. CAMPAIGN PERIOD**

- 3.1 The Campaign will commence from **24 June 2026 until 30 June 2026** (hereinafter referred to as “Campaign Period”).
- 3.2 TM may, at its sole and absolute discretion, extend or hold the Campaign Period at any time without any prior notice (hereinafter referred to as “**Extended Period**”). Any participation in the Campaign during the Extended Period (if any) is governed by this Specific Terms and Conditions which shall remain in full force and effect and shall be read and construed to be enforceable.

**4. CAMPAIGN MECHANICS**

- 4.1 To participate in the Campaign, interested Participants must follow the following simple steps:

- (a) Visit the official Campaign registration page at <https://unifi.com.my/freepass>
- (b) Complete and submit the registration form provided there;
- (c) If the registration is successful and the daily voucher allocation are still available, one (1) Complimentary Daily Pass voucher code will be sent to the registered email address; and
- (d) The successful participant can redeem their voucher at <https://unifitv.com.my>.

4.2 Participants are responsible for ensuring that all registration information provided is accurate and complete. TM shall not be responsible for unsuccessful registrations due to incorrect email addresses, incomplete information or technical failures beyond TM's control.

4.3 Participants will bear any charges and/or related cost for participation in this Campaign, if any.

## **5 COMPLIMENTARY DAILY PASS ALLOCATION AND DISTRIBUTION**

5.1 Complimentary Daily Passes are available on a first-come, first-served basis and while stocks last.

5.2 Each eligible participant is entitled to receive a maximum of one (1) Complimentary Daily Pass voucher (“Prize”), regardless of the number of registrations submitted. TM reserves the right to reject duplicate registrations or multiple claims submitted by the same participant.

5.3 Registration does not guarantee receipt of a Prize.

5.4 Successful registered participants will receive their voucher code via email. TM does not guarantee immediate delivery of voucher emails. Participants are advised to check their Inbox, Spam or Junk folders. TM shall not be responsible for undelivered emails caused by incorrect email addresses, mailbox limitations or email filtering.

5.5 Once the daily allocation has been fully redeemed or exhausted, no further voucher requests will be entertained for that day.

5.6 Prizes can be used on any Unifi TV account. The Prizes are not for sale or exchangeable for cash.

5.7 TM reserves the right to determine, vary and/or change the number of successful Participants at its full discretion.

5.8 TM's decision on the selection of successful Participants is final. No appeal via correspondence or attempts to appeal, review, dispute of such decision will be entertained.

## **6. NOTIFICATION OF SUCCESSFUL PARTICIPANT**

6.1 The successful Participant will be notified via the registered email address (hereinafter referred to as “TM's Notification”).

6.2 TM shall not be held responsible or liable if the successful Participant cannot be reached via the email within fourteen (14) days from the date of TM's Notification. Failure to be reached and/or to acknowledge the email will result in disqualification.

6.3 TM reserves the right to forfeit the Prize if the successful Participant fails to provide any required details upon receiving the request from TM and/or TM's notification.

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

## 7. CAMPAIGN PRIZE

7.1 Successful participants must follow the steps below to redeem the Prize:

- (i) Visit <https://unifitv.com.my> and sign up or sign in to their Unifi TV account;
- (ii) Scroll to the last banner and Click Buy Pass on the Daily Pass Collection banner;
- (iii) Select the Daily Pass date stated in the email received;
- (iv) Choose Redeem Voucher;
- (v) Enter voucher code; and
- (vi) Start streaming on the Daily Pass access date.

7.2 Each Prize shall only be valid for the date or validity period stated in TM's Notification. Prizes not redeemed within the stated validity period shall automatically expire.

7.3 Expired Prizes shall not be reinstated, replaced, extended or compensated.

7.4 The Prizes are non-refundable and non-exchangeable/redeemable for voucher, credit or rebate of any kind and do not include any accessories or items shown in any advertisements and/or promotional materials which are for photography purposes only.

7.5 All awarded Prizes are subject to availability and TM reserves the rights, without prior notice or assigning any reason whatsoever to substitute any Prize with other prizes of similar value and without giving any compensation to the successful Participant.

7.6 The Prizes must be claimed via delivery unless TM prescribes other mode of collection. Where TM elects to give a Prize to the successful Participant of the Campaign, no responsibility will be accepted by TM for the safe and effective postal delivery of the Prize.

7.7 Acceptance and use of the Prize by the successful Participant shall be at their own and entire risk at all times and TM disclaims any and all liability arising therefrom.

## 8. COPYRIGHT, ANNOUNCEMENT, CONFIDENTIALITY AND PERSONAL DATA PROTECTION

8.1 By entering into this Campaign, the Participant and/or successful Participant hereby grant TM perpetual and non-exclusive rights including consent to broadcast the names, pictures and/or images and/or video and/or display any matter related to the Participant and/or successful Participant for publicity, advertising, trade or promotional purposes in any media without prior notice to the Participant or the successful Participant. The

Participant and/or successful Participant are not entitled to claim any payment in any form, fee or compensation for the use of their images or details in relation to the above.

- 8.2 The Participant and/or successful Participant shall not make any public announcement on the Campaign (including but not limited to the Prize) without the prior written consent of TM.
- 8.3 The Participant and/or successful Participant acknowledge, understand and agree that their details may be shared by TM for the purposes of the Campaign. Any Participant's information or personal data ("Personal Data") provided by the Participant to TM in connection with the Campaign shall be kept confidential except to any activities mentioned thereto. TM shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of Participant's Personal Data and comply with the requirement of Personal Data Protection Act 2010.
- 8.4 Participant hereby acknowledges that TM has the right to share and use the Participant's data and personal information within TM and/or its related companies for the purpose of marketing activities in respect of products and services of TM and/or its related companies from time to time as the TM deems fit. Any Personal Data provided by the Participant to TM in connection with this Campaign shall be kept confidential and is subject to the Privacy Notice of TM (for further information on the Privacy Notice of TM's group of companies, please visit [TM Privacy Notice](#)).

## 9. AMENDMENTS AND VARIATIONS

- 9.1 TM reserves the rights to change, amend, delete or add to this Specific Terms and Conditions either in written or verbal communications without prior notice at any time.
- 9.2 By participating in this Campaign, the Participant agrees to be bound by this Specific Terms and Conditions, notices, amendments and all decisions made by TM.
- 9.3 In the event of any dispute, conflict, uncertainty or ambiguity relating to the Specific Terms and Conditions hereto, or any matter involving this Campaign, TM will resolve the matter in its absolute and unfettered discretion and the entire decision in the matter shall be conclusive and final.

## 10. YOUR REPRESENTATION AND WARRANTY

- 10.1 You agree that you have attained the age of majority, sound mind, has the full capacity to enter into contract and shall be deemed to have unconditionally accepted all the terms in this Specific Terms and Conditions.
- 10.2 You agree to ensure that all details given for the purpose of this Campaign participation are true, correct and accurate. You must also ensure that the telephone number, email address or necessary details provided to TM are in existence and are contactable. TM reserves the rights to verify the information provided by you in any form it deems fit.

10.3 You further agree to be bound by any decision made by TM with regard to this Campaign, including but not limited to, the selection of the successful Participant. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision made by TM will be entertained.

10.4 Upon being a successful Participant, you agree to be bound by all terms and conditions for the use of Unifi TV FIFA World Cup 2026™ Passes as specified at <https://unifi.com.my/fifa-world-cup-2026-tnc>.

## 11. **DISCLAIMER**

11.1 To the fullest extent permitted by law, TM makes no representations or warranties with respect to any Prize provided under this Campaign; in particular, TM gives no warranty with respect to the merchantability, quality of the Prize or their suitability for any purposes.

11.2 TM shall not be responsible or liable for any misinterpretation or misrepresentation of facts in respect of the Prize offered as published in any media, marketing or advertising materials.

11.3 TM shall not be responsible or liable for any lost, misdirected, illegible, late, mutilated or altered entries. Proof of transmission will not be accepted as proof of receipt. TM shall not be responsible or liable for any failure by any Participant to participate in the Campaign at any time.

## 12. **LIMITATION OF LIABILITY**

12.1 By participating in this Campaign, You agree that (i) TM, and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, fulfilment agencies and/or legal advisors shall not be liable in any way for losses or damages, rights, claims and/or actions of any kind (including but not limited to loss of income, profits or goodwill, direct party including third parties) howsoever arising whether in contract, tort, or otherwise including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy, in connection with the pack even if TM has been advised of the possibility of such damages in advance, and all such damages are expressly excluded; and (ii) the Sponsor, and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, fulfilment agencies and/or legal advisors shall not be liable in any way for losses or damages, rights, claims and/or actions of any kind (including but not limited to loss of income, profits or goodwill, direct party including third parties) howsoever arising whether in contract, tort, or otherwise including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy, in connection with the pack even if the Sponsor has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

12.2 The Participant shall assume full liability in the case of any mishap injury, damage, claim or accidents resulting from their participation in the Campaign and/or redemption of the Prize.

12.3 TM and the Sponsor shall not be liable to the Participant for (a) any loss or damage suffered by the Participant arising from their participation or non-participation in the Campaign due to any misinterpretation or

misrepresentation of facts in respect of the Prize offered as published in any media, marketing or advertising materials.

12.4 To the fullest extent permitted by law, TM shall not be liable for:

- (a) Unsuccessful registrations
- (b) Delayed or failed email delivery
- (c) Expired vouchers
- (d) Redemption failure caused by participant error
- (e) Internet connectivity issues
- (f) Device compatibility issues
- (g) Interruptions arising from circumstances beyond TM's reasonable control

### 13. INDEMNITY

13.1 The Participant shall fully indemnify and hold harmless TM, the Sponsor, and each of their respective divisions, affiliates and subsidiaries, and each of their respective directors, officers, employees and agents, and all others associated with the development and execution of this Campaign (collectively, the "Indemnified Parties") from any and all claims, damages, losses, demands, causes of action, proceedings, expenses, and/or liabilities resulting or arising from or connected with, or claimed to have arisen, resulted from or be connected with:

- (a) the Participant's submission, participation, attempt to participate, or inability to participate, in the Campaign;
- (b) submission and/or use of any submission (and/or any parts thereof) by the Indemnified Parties of any submission;
- (c) the Participant's failure to comply with any one of more of these terms or any applicable laws, rules or regulations;
- (d) the unauthorized use by the Participant of, as applicable, the name, likeness, voice, works product, brand, trademark, logo of any person or entity;
- (e) the breach or alleged breach of any warranty, representation (including, without limitation, any eligibility-related representation) or covenant made by the Participant in connection with this Campaign;
- (f) acceptance and/or use of any Prize, if any;
- (g) any right or benefit granted by the Campaign to TM in connection with the Campaign; and/or
- (h) the Participant's negligence, willful misconduct, violation of any applicable laws, rules or regulations or these terms, or the Participant's violation of any third party's intellectual property, privacy, publicity or other rights.

- 13.2 The Participant will be responsible for and shall accordingly fully indemnify the Indemnified Party in respect of any breach or threatened breach of any intellectual property rights by any of its representatives, and undertakes to take any and all such action as TM reasonably deem fit and necessary to prevent any threatened breach, or contain the effects of any breach or suspected breach, at the Participant's costs.

#### **14. DISQUALIFICATION**

- 14.1 TM reserves the right at its sole discretion and without having to assign any reason whatsoever, to disqualify any individual for the following:

- (a) that it determines to be tampering with the operation of the Campaign;
- (b) to be acting in breach or potential breach of the terms in this Specific Terms and Conditions; or
- (c) for submitting incomplete, illegible or false entries.

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

- 14.3 TM reserves the right, with or without cause, to exclude Participant and withhold any Prize for violating any of the terms in this Specific Terms and Conditions herein.

#### **15. SUSPENSION, CANCELLATION OR TERMINATION OF CAMPAIGN AND/OR PRIZES**

- 15.1 TM reserves the right to cancel, modify, suspend or delay the Campaign in the event of any conditions listed under force majeure in Clause 17 below occurs. For the avoidance of doubt, any cancellation, modification, suspension or delay by TM shall not entitle the Participant to any claim or compensation against TM for any and all loss or damage suffered or incurred by the Participant as a direct or indirect result of the said act(s).

- 15.2 TM may terminate or suspend the Campaign and/or this Specific Terms and Conditions at any time at TM's absolute discretion in which case, TM may elect not to award any Prize to the Participant. Such termination or suspension will not give rise to any claim made by the Participant regardless of the situation. If the Campaign is resumed, the Participant shall abide by TM's decision regarding resumption of the Campaign and disposition of the Prize.

- 15.3 TM reserves the right to take necessary action including but not limited to terminating or suspending of the Prizes to the successful Participants without any refund, liability or compensation of any kind, in the event such Participant:

- (a) commits a breach or potential breach of any term herein;
- (b) any piracy or unauthorized sharing is suspected from the Participant's access to the Prize;
- (c) such action is required by the licensors or regulators; or
- (d) any enforcement action deemed necessary by TM.

- 15.4 TM reserves the right at all times and at its sole discretion, to refuse, suspend, cancel, or restrict access to the Prizes and/or related services for successful Participants if it reasonably believes that:
- (a) multiple registrations have been made using fraudulent identities;
  - (b) automated tools or bots have been used;
  - (c) duplicate, manipulation or fraudulent email address are used;
  - (d) abuse, manipulation or fraudulent activities are detected; and
  - (e) breach of these Terms & Conditions as well as the terms and conditions contained in the link at Clause 10.4.

## 16. GOVERNING LAW AND JURISDICTION

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

## 17. FORCE MAJEURE

Neither Party shall be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, pandemic, epidemic, act of sabotage, explosion, power blackout, earthquake, flood, war, labour disputes, civil or military authority, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

## 18. ASSIGNMENT AND NOVATION

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

## 19. NOTICE OR DELAY

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to the other party pursuant to this Specific Terms and Conditions shall be in writing and mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or by courier, or email. Notice shall be deemed to have been given in the case of posting, the day after the registered or certified mail receipt has been acknowledged by the recipient; in the case of email, upon sending; in the case of hand delivery or courier, the next business day after it has been delivered.

## 20. INDULGENCE AND WAIVER

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

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

**21. CONTACT INFORMATION**

For any inquiry(ies), clarification, report, complaint, questions, comments or suggestions, please do not hesitate to contact TM Customer Service Centre (call 100) or to meet TM's appointed and authorised personnel at any Unifi Store.

***[End of Specific Terms and Conditions]***

**GENERAL CAMPAIGN TERMS AND CONDITIONS**  
**("Standard Terms")**

**1. INTRODUCTION**

- (i) We may run certain campaign, Campaign or giveaway ("Campaign or Campaign" where applicable) from time to time. When you participate in any Campaign, you must make sure you read this Standard Terms. IN THIS STANDARD TERMS, YOU WILL FIND IMPORANT INFORMATION ABOUT CAMPAIGN, INCLUDING WHAT WE CAN DO, AND HOW WE LIMIT OUR LIABILITY. IT IS THEREFORE IMPORTANT FOR YOU TO READ THIS STANDARD TERMS CAREFULLY BEFORE YOU PARTICIPATE TO SUCH CAMPAIGN.
- (ii) Specific terms relating to web Campaign will be set out separately in the Specific Terms and Conditions ("Specific Terms and Conditions"). Hence, the Standard Terms and the Specific Terms and Conditions shall be read together as it will be binding on you. The Specific Terms and Conditions, amongst others are, (a) name of Campaign, (b) brief description of Campaign, (c) the mechanism/entry procedure, (d) eligibility, (e) Campaign period, (f) prize, and (g) collection period of the prize. You must comply strictly to each and every of the terms and conditions set out in the Specific Terms and Conditions.
- (iii) WHEN YOU ENTER INTO CAMPAIGN, WE WILL ASSUME THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE STANDARD TERMS AND THE SPECIFIC TERMS AND CONDITIONS (COLLECTIVELY KNOWN AS "CAMPAIGN TERMS") IN ITS ENTIRETY.
- (iv) All capitalized words not defined in Campaign Terms will have the same meaning ascribed in our [Terms of Use](#). The Campaign Terms are incorporated and forms part of our Terms of Use.

**2. OUR RIGHTS TO MAKE CHANGES**

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

**3. ELIGIBILITY**

- (i) Unless otherwise prescribed in the Specific Terms and Conditions, you must be at least eighteen (18) years old at the time of entry. It is not our duty to ensure that you are 18 and above. If you participated in the Campaign, we shall deem that you are above 18 years old.
- (ii) You may find other eligibility criteria for participating in the Campaign in the Specific Terms and Conditions.

**4. CHARGES**

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

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

## 5. SUSPENSION

- (i) We may suspend your participation to the Campaign, at any point of time, without notice, without liability, if in our sole and absolute discretion we believe, with or without evidence, that:
  - (a) You are ineligible to participate;
  - (b) You tamper with the entry process;
  - (c) You tamper with the Campaign mechanism;
  - (d) In our sole determination, we believe that you have attempted to undermine the operation of Campaign by fraud, cheating or deception;
  - (e) Breach the terms and conditions of the Campaign Terms;
  - (f) You violated any applicable laws or regulations; and/or
  - (g) For any other reasons we deem fit.
- (ii) We may, but have no obligation and if in our sole discretion deems fit, to conduct any investigation regarding the above claims or breaches. Our findings shall be final and conclusive and binding on you and shall not be questioned by you on any account. If we find that you have committed any of the above claims or breaches, we shall forthwith, with or without notice, disqualify your participation to the Campaign. In the event we find that you have not committed any of the above claims or breaches, we may, but do not have such obligation, allow you to resume in the participation to the Campaign. You shall have no claim against us, our Affiliates, directors, officers, employees, servants, agents, assignees, sponsors, and/or representative (collectively known as "Indemnified Party") whatsoever, that arises during the period of suspension.
- (iii) We may terminate or suspend the Campaign and/or this Standard Terms at any time at our own absolute discretion in which case, we may elect not to award any prizes. Such termination or suspension will not give rise to any claim by you against the Indemnified Party, regardless of the situation. If the Campaign is resumed, you shall abide by our decision regarding resumption of the Campaign and disposition of the prizes.

## 6. DISQUALIFICATION

- (i) Notwithstanding Clause 5 above, we shall be entitled to forthwith reject or refuse any participation, or revoke the prize for any reasons whatsoever. Our decision is final and you have no right to question or appeal to our decision.
- (ii) You understand that, your entry to the Campaign will be automatically disqualified, or we may revoke the prize (at any stage of the Campaign) in any one of the following situations (including but not limited to):
  - (a) Information and/or details provided is not accurate and complete;
  - (b) You fail to provide any proof of information and/or details upon our request;

- (c) You are ineligible or fails to meet any of the eligibility criteria;
  - (d) Your Campaign entry is received by us after the closing date;
  - (e) You tamper with the mechanism of the Campaign, and/ entry process;
  - (f) You violated any applicable laws or regulations;
  - (g) Incomplete, indecipherable, illegible or incorrect entries or any entry which violates the Campaign Terms;
  - (h) In our sole determination, we believe that you have attempted to undermine the operation of the Campaign by fraud, cheating or deception;
  - (i) Where traveling is involved, you do not have the necessary visa or traveling documents; and/or
  - (j) For any other reasons we deem fit.
- (iii) In the event of a disqualification after the prize has been awarded, we reserve the right to demand for the return of the prize or payment of its value from you.

## **7. YOUR REPRESENTATIONS AND WARRANTIES**

You hereby represent and warrant to us the following:

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

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

You hereby give covenant and undertake to us the following that you shall:

- (a) upon request, provide all information to us, required in connection with or for the purposes of the Campaign;
- (b) agree that if so required by us, you shall make yourself available (without compensation) for the production, recording and publicity of the Campaign during the such time and production schedule as may be notified by us;

- (c) allow to be interviewed (which may be recorded by us);
- (d) allow us to take still photos, audio and/or visual recording for promotions and publicity use (collectively "Recording");
- (e) agree and give consent that we have the right and absolute discretion to broadcast the Recording and/or use the slogan, names or nicknames on any of our website, social medias and/or any other platforms, in whole or in part at our sole discretion. For the avoidance of doubt, all copyrights subsisting in the Recording shall belong to us absolutely;
- (f) abide by the Campaign Terms and agree to cooperate and follow all directions given to you;
- (g) not by act or omission, directly or indirectly bring us and/or the sponsor into any disrepute;
- (h) not to publish, or disclose any information in connection with the Campaign or prize (including without limitation, to any representatives of media in any form whatsoever) without our prior written consent;
- (i) not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Campaign or the prize with any third party;
- (j) not dispute nor make any oral or written complaints, public announcements or statements on the Campaign whether during or after the Campaign period; and/or
- (k) abide all other terms and conditions as may be provided by us, and/or our sponsors.

## 9. MATERIAL SUBMITTED

- (i) In the event entry of the Campaign requires the submission of any text, data, slogan, drawings, images, pictures, logos, content, photograph, any materials or other creative works, including voice or video recordings and/or document (collectively, "Material"), you must own the intellectual property and all copyright to the Material which you have submitted to us.
- (ii) You hereby accept that by submitting to us the Material, you will grant to us the permission to use the Material in both print and digital form, and to use the Material on our websites, social media, and/or any other publications in any platform for marketing purposes.
- (iii) Submission of the Material must not contain any elements of nudity, pornographic images, incite hatred, graphic violence, defamatory or libellous statements or material considered illegal or may contravene the laws of Malaysia or any materials that are likely to tarnish our image or reputation. We hereby reserve the right to reject any submissions which contain elements of nudity, pornographic images, graphic violence, defamatory or libellous statements, or materials that are considered illegal or may contravene the laws of Malaysia, or materials that are likely to tarnish our image or reputation.

## 10. EQUIPMENT USED BY US

We may, occasionally provide certain consumer electronic device (including but without limitation of smartphones, personal computers or tablets) (collectively, "Equipment") for your temporary use during the Campaign. You hereby understand that the Equipment shall, at all times belong to us and in no way the

ownership of the Equipment shall be transferred to you. When the Equipment is in your possession, you understand that you have a duty to keep it safely and take proper care of the Equipment until such time as it is returned to us at the end of the Campaign, or upon request. While the Equipment is in your possession, you shall be held responsible for anything that may occur to the Equipment including but not limited to lost and/or damage of Equipment whereupon you shall replace a new one for us.

## 11. SPONSOR

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

## 12. PRIZE

- (i) This section applies to all successful Participant or as long as you are receiving a prize from us. All prizes must be collected within the collection period and at such collection venue as set out in the Specific Terms and Conditions. Failure to claim the prizes within the collection period shall result in the prizes being forfeited by us, and the Indemnified Party shall have no liability towards you in any respect, whatsoever.
- (ii) Where the prize awarded is a non-cash prize, you shall not be entitled to redeem the same for cash or other alternatives. We do not guarantee the availability of non-cash prize and we shall be entitled to replace and/or substitute such prize with any other prize(s) of similar value as determined by us, our agent, assignee, or sponsor at our sole and absolute discretion.
- (iii) Where the prize, is a cash prize, we shall issue the cash prize in the form of a cheque or debit to your account or in any way we deem fit. You are responsible for all related banking charges (including but not limited to outstation cheque charges) imposed by banks in clearing your cheque.
- (iv) All prizes are strictly not transferable, assignable, exchangeable or redeemable by you in any other form or manner other than that specified by us. All specific or special terms and conditions that are attached to the prize (whether by us, our agent, assignee or sponsor must be adhered to strictly by you). Prizes must be claimed in person unless we prescribe other mode of collection. In special situations, and subject to our absolute discretion, the successful Participant may nominate a designated representative to collect the prizes. The representative will be required to present a written authorisation from you and identification which includes a photograph of yourself and your representative.
- (v) If we elect to post the prize to you, we shall take no responsibility for the safe and effective postal delivery of the prize.
- (vi) You are responsible for any and all taxes payable as a result of a prize being awarded or received (if applicable) by you.
- (vii) In the event you choose not to accept the prize, the prize shall be forfeited and we shall deal with such prize in such manner as we deem fit in our absolute discretion.

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

- (i) Participation of the Campaign is entered into at your own risk without any warranty of any kind express or implied. At the same time, all prizes are accepted entirely at your own risk and are awarded by us, our agent, assignee and/or sponsor without any warranty of any kind express or implied. Where applicable, you may be required to execute a deed of release and indemnity in a form prescribed by us, and you hereby agree to execute such release and indemnity in order to participate in the Campaign and/or receive the prize.
- (ii) In the event the Campaign and/or prize involves the consumption of food, product sampling and/or any form of participation, trip or travelling (collectively known as "Participation"), you are aware that during such Participation, whether in civilized or remote area or by any mode such as aviation, land transport (which includes but not limited to rail, road or off-road transport) and ship transport entails an inherent risk factor such as illness, injury and/or death which may be caused by any act, omission and/or negligence of others, self-infliction, forces of nature or other known or unknown factors/causes.
- (iii) You recognize that such risks may be present at any time before, during and after the Participation and you hereby agree to participate, whether or not, such participation is under our arrangement or otherwise by our associate, agency or any third parties.
- (iv) You are also aware that medical services or facilities may not be readily available or accessible for a certain period of time and/or at all times during such Participation.
- (v) You will assume full responsibility of obtaining your own insurance with any insurers to cover all of your needs that is intended to cover without limitation to medical expenses, delay baggage, travel delay due to weather, trip interruption, accidental death injury or disablement, and/or any losses incurred during such Participation, either within Malaysia or internationally.
- (vi) In consideration of your Participation to the Campaign and/or acceptance of the prize, you acknowledge and agree that the Indemnified Party shall not be responsible or liable for, and release and forever discharge the Indemnified Party from any claim, liability, damages, costs, losses or expenses whatsoever caused in respect of but not limited to:
  - (a) any injury or health problems suffered by you (including nervous shock) and including any injury or health problems resulting in mental or physical illness whether temporary or permanent and injury or health problem resulting in death;
  - (b) loss of earnings or earning capacity;
  - (c) any impairment of enjoyment of life;
  - (d) loss of or damage to personal property and personal belongings;
  - (e) pain and suffering;
  - (f) death; and/or
  - (g) any loss of any other kind whatsoever arising out of such Participation.

- (vii) The releases contained in the foregoing paragraphs shall operate in respect of any injury, death, loss and/or damage sustained or suffered howsoever caused, including any injury, death, loss and/or damage due to the act, omission, negligence, lack of reasonable foresight, lack of reasonable care or failure to take adequate precaution by the Indemnified Party.
- (viii) You hereby agree to fully indemnify, defend and hold the Indemnified Party harmless against any loss, claim, liability, writ, summons, suit, action, proceeding, judgment, order, decree, damages, costs, fees, expenses (including but not limited to court costs, reasonable legal fees and expenses), damages and all costs and expenses of any nature arising out of any breach of representation, warranty or undertaking or your participation in the Campaign, acceptance of the prize or by such Participation.
- (ix) The Indemnified Party shall not be held responsible for:
  - (a) any problem, loss or damage of whatsoever nature suffered by you or any party due to any delay or failure in sending a Campaign entry as a result of any network, communication, ISP and/or system error or interruption;
  - (b) any problem, loss or damage of whatsoever nature suffered by you or any party due to any delay or failure in receiving your Campaign entry whether it is experienced by us or your telecommunication service provider;
  - (c) any problem, loss or damage occurs as a result of downloading of any material in the Campaign;
  - (d) any error (including error in notification of successful Participants), 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 that are outside our control; and/or
  - (e) any failure on our part to perform any of our obligations in respect of the Campaign and this Campaign Terms, rules and regulations where such failure is caused by any reasons or circumstances beyond our control.
- (x) We shall not be liable for any failure to comply with our obligations where the failure is caused by something beyond our reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, epidemic, pandemic, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to *force majeure*.
- (xi) All rights and privileges herein granted to us are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. You shall have no right in any circumstances, to injunctive relief or to restrain or otherwise interfere with the organization of the Campaign, the production, distribution, exhibition and/or exploitation of the Campaign.
- (xii) We shall not be liable to you for any expenses incurred, wasted expenditure, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of value of the prize, loss of use of our Service, loss of use of our Platform, loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the

Appropriate Authority, (even if such loss arises directly, naturally or in the usual course of things from any breach, action or inaction in question).

**14. OUR DECISION**

The criteria for the selection of the successful Participant shall be as set out in the Specific Terms and Conditions. Notification of successful Participant will be via the means set out in the Specific Terms and Conditions. Our decision on all matters relating to the Campaign (including without limitation, the selection of Participant, the play/mechanism of the Campaign, selection of winner, and/or any resolutions made) shall be final, absolute and binding on you. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision made by us will be entertained.

**15. SUCCESSORS AND ASSIGN**

- (i) You hereby agree that the obligation specified herein shall be binding upon you personally as well as your heirs, executors and administrators. In the event it involves any form of participation, trip or travelling, this would include all members of your family and any minor accompanying you.
- (ii) We shall be entitled to assign or sub-license the whole or any part of our rights hereunder to any party as may be determined by us. You do not have any such rights.

**16. LANGUAGE**

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

**17. SEVERABILITY**

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

**18. GOVERNING LAW AND JURISDICTION**

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

**19. BRIBERY, CORRUPTION, FRAUDULENT ACTS AND INDUCEMENT**

- (i) You hereby represents, warrants and undertakes that you shall comply will all applicable laws and regulations in Malaysia and, to the extent that it is relevant, any other jurisdiction in respect of bribery, corruption and/or fraudulent acts in the course of performing and/or carrying out any obligations under and/or in connection with the Campaign Terms.

- (ii) You hereby agree to comply with any of our anti-corruption policy and procedures as may be amended from time to time in the course of performing and/or carrying out your obligations under and/or in connection with the Campaign Terms.
- (iii) Notwithstanding anything to the contrary to the Content Terms, we shall have the right to terminate the Campaign and/or the Content Terms if your representation or warranty or undertaking in sub-clauses (i) and (ii) above is found and/or is known to be untrue or misleading. Consequently, you shall be liable for any losses, damages, costs and expenses incurred by us as a result of such breach under this clause and/or termination of the Campaign/Campaign Terms (“Losses”) and you shall indemnify us harmless from such Losses.

**20. TIME IS OF THE ESSENCE**

Time wherever mentioned in the Content Terms shall be of the essence to the Content Terms, unless determined otherwise by us.

***[End of Standard Terms]***