

## TERMS AND CONDITIONS OF PARTICIPATION IN THE “CARAOKE SING-OFF” COMPETITION

### THE “CARAOKE SING-OFF” COMPETITION IS ORGANIZED BY FOX SPORTS SDN. BHD.

1. By participating to the “Caraoke SING-OFF” skill-based competition (the “**Competition**”):
  - a. you acknowledge that you have read and understood these terms and conditions of participation (the “**Terms**”) which include information on how to enter, how the winner will be determined, the prizes, and how personal data will be collected, retained, used and shared;
  - b. you expressly agree to be bound by the Terms, including in particular those relating to the collection, retention, use and sharing of personal data; and
  - c. you confirm that you do not breach any law in the Republic of Malaysia regarding the legality of entering the Competition.
2. FOX Sports Sdn. Bhd. (the “**Promoter**”) will not be responsible for any Participant (as defined below) entering the Competition unlawfully or otherwise in breach of local law. You are advised to check or seek advice on your local law before entering the Competition.
3. The Promoter reserves the right, in its sole and absolute discretion, to:
  - a. amend or vary any of the Terms at any time without prior notice and by entering the Competition you agree to any such amended Terms. If the Promoter amends or varies any Terms relating to the collection, retention, use and/or sharing of personal data that has already been collected, such amendments and/or variations will be posted on the Competition Website (as defined below); and
  - b. terminate or disqualify any Participant or reclaim and/ disqualify any Prize(s) (as defined below) at any time if it is the sole opinion of the Promoter that there has been a breach of any of the Terms by the Participant (whether discovered during or after the end of the Competition).

### **Participation in the Competition**

4. A “**Qualifying Entry**” means the successful submission of a completed entry by a Participant together with any other information requested. The completion and validity of the particulars of each entry shall be determined at the Promoter’s sole discretion.
5. A “**Participant**” means a person aged 18 or above on their date of entry to the Competition who is a passport holder of, and resides in, the Republic of Malaysia, and who submits a Qualifying Entry during the Competition Entry Period.
6. Notwithstanding the above, where your entry in the Competition is prohibited or restricted by law or otherwise in the Republic of Malaysia, it shall be completely void.
7. No purchase is necessary to enter the Competition. Employees and their immediate families of the Promoter and any related companies, sponsors and/or advertising agencies may not enter the Competition.
8. This Competition is solely skill based. Chance plays no part in determining the Winner (as defined below). All performances in the Audition (as defined below) and Finals (as defined

below) will be judged individually on their merits as chosen by the Promoter, as set out in Paragraphs 15 and 17 below.

### **The Competition**

9. The Competition consists of two stages, namely the Audition (as defined below) and the Finals (as defined below).
10. The Competition is open for entries from 00:00hrs on 23 May 2017 to 12:00hrs on 4 June 2017 (the "**Competition Entry Period**"). Dates are subject to change at the absolute discretion of the Promoter.
11. Any entry submitted after the close of the Competition Entry Period shall be void.
12. To participate, each Participant must submit the following details using the appropriate online form on [www.caraokescc.com](http://www.caraokescc.com) (the "**Competition Website**"): (i) full name (as stated in identity card/passport), (ii) contact details, (iii) the preferred venue for the audition (i.e. One Utama, IOI Mall, Sunway Pyramid, Sunway Velocity, Times Square or Cheras Leisure Mall), (iv) the preferred timeslot for the audition (i.e. Friday, 2 June 2017 from either 12:00-15:00hrs or 17:00-19:00hrs, Saturday, 3 June 2017 from either 10:00-14:00hrs or 16:00-19:00hrs, or Sunday, 4 June 2017 from either 10:00-14:00hrs, and (v) the preferred song (from a list of 15 pre-approved songs selected by Sony Music).
13. The Promoter shall shortlist only a limited number of participants (the "**Shortlisted Participants**"), taking into account the following: (i) if too many participants have selected the same venue and/or timeslot, on a first-come-first-served basis, and (ii) the overall workability of the Competition schedule. The Promoter shall accordingly inform the Shortlisted Participants of their allocated venue and timeslot by 23:59hrs on Thursday, 1 June 2017 via email
14. In the first stage of the Competition, the Shortlisted Participants shall, at their respectively allocated venue and timeslot, board the 988 roving car and perform their previously selected song within fifteen (15) minutes as part of a video-recording (the "**Audition**").
15. Based on the performances during the Audition, Sony Music, 988 and the 'Caraoke' show hosts shall then jointly select one (1) winner (the "**Winner**") and two (2) finalists. The Promoter shall inform the Shortlisted Participants of the Audition outcome accordingly by 23:59hrs on Friday, 10 June 2017.

### **Announcement of the Winner**

16. The Winner of the Competition and two finalists will be announced the Competition Website. The Winner will also be notified separately by phone and/or email on 10 June 2017 and will be required to acknowledge receipt of such message and submit his/her full contact and shipping details (including full name, contact number, email address, postal/shipping address and postcode), and also those of a second person (who will be jointly taking up the Prize (as defined below) with the Winner) (the "**Nominated Partner**") within 7 days of such receipt. If any Winner fails to provide the required acknowledgment or details within 7 days, that Winner will not be entitled to claim his/her Prize. The Promoter reserves the right in its sole and absolute discretion to deal with any unclaimed Prize(s) in any manner. The Winner must exercise the Prize personally (except to the extent that the Terms allow a Nominated Partner).
17. The Winner shall, if required by the Promoter:

- a. participate in any prize presentation, advertising, promotional and publicity activities relating to or in connection with the Competition; and/or
- b. provide his/her original Identity Card / Passport for verification of proof of eligibility for receipt of the Prize.

### **Prizes**

18. The Winner will receive a two-pax travel package, consisting of two (2) round-trip economy class flight tickets to Taipei, one (1) 4D3N stay at a 4-star hotel in Taipei, and airport transfer service (the "**Prize**").
19. Two finalists will receive selected Star Chinese Channel (SCC)-branded merchandise and one travel or shopping voucher at an estimated value of RM 1,500 and RM 1,000 respectively.

### **Judges' Decisions**

20. The judges' (Promoter's) decisions as to any matter relating to the Competition, including but not limited to any entry eligibility, the Audition performances and the Finals performances, will be final and binding. No correspondence will be entered into about the Competition or the judges' decisions.

### **Publicity**

21. By participating in the Competition, the Participants:
  - a. agree to the use of their name and/or likeness, without compensation, by the Promoter and/or any party authorized by the Promoter; and
  - b. grant the Promoter and any party authorized by the Promoter an irrevocable, worldwide, perpetual, royalty-free right and licence to use any material submitted as a part of their entry into the Competition, and any footage or other material that features or otherwise includes any Winner (the "**Works**") in any manner, for any purpose the Promoter may see fit, in all forms of media now known or hereafter invented;
  - c. to the fullest extent permitted by law, waive any moral rights or similar rights they may have in the Works or any part thereof throughout the world; and
  - d. undertake not to object to any use of the Works by the Promoter or any party authorized by the Promoter.

### **Intellectual Property**

22. You acknowledge and agree that all copyright and trade marks and all other intellectual property rights in the Star Chinese Channel and Star Chinese Channel Legends and website and all material or content contained within it including but not limited to the rules and point structure used in the Contest shall remain at all times owned by Promoter or its licensors. All material and content contained within the Competition Website is made available for your personal non-commercial use only and you acknowledge and agree that you may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content on the Competition Website is strictly prohibited.

### **Personal Data**

23. BY ENTERING THE COMPETITION, YOU EXPRESSLY AGREE TO:
- a. ANY INFORMATION YOU PROVIDE, WHETHER AS A PART OF YOUR ENTRY, PERFORMANCE OR OTHERWISE: (i) BEING RETAINED BY THE PROMOTER; (ii) BEING USED BY THE PROMOTER, ITS AFFILIATES AND UNAFFILIATED THIRD PARTIES FOR PROMOTIONAL AND/OR MARKETING PURPOSES; AND (iii) BEING PROVIDED TO SUCH THIRD PARTIES AS THE PROMOTER MAY SEE FIT, FOR ITS PROMOTIONAL, MARKETING, AND AUTHENTICATION AND VERIFICATION PURPOSES;
  - b. BEING SENT PROMOTIONAL AND/OR MARKETING MATERIAL AND/OR OFFERS VIA EMAIL, DIRECT MAIL OR TELEPHONE FROM THE PROMOTER, ITS AFFILIATES AND UNAFFILIATED THIRD PARTIES; AND
  - c. THE PROMOTER AND ANYONE THE PROMOTER SHARES YOUR INFORMATION WITH RECEIVING, HANDLING, PROCESSING AND/OR USING THAT INFORMATION OUTSIDE THE REPUBLIC OF MALAYSIA.

### **Miscellaneous**

24. The Prize is subject to variation at the discretion of the Promoter, and any change will be final and binding upon every Participant in the Competition.
25. The Prize will be given to the Winner as set out in the Terms. The Winner must accept their Prize in that form. The Prize are non-negotiable, non-transferable, non-refundable and not exchangeable for cash credit or kind, either in part or in full. The Prize cannot be sold or bartered. There is no refund for a partially used Prize. The Promoter may at its sole and absolute discretion withdraw and/or substitute any Prize with any other item of similar value without notice and without furnishing any reason. The Winner is solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred in relation to his/her Prize.
26. All particulars submitted by each Participant shall be made in full and frank disclosure. Any misrepresentation may result in disqualification, forfeiture or withdrawal of any prize won in the Promoter's sole discretion.
27. The Promoter shall not be liable in any way for any failure or breach by any party in connection with the Competition, and/or the acceptance and/or use of any Prize, howsoever caused and accepts no responsibility for any loss suffered by a Participant arising from the Competition or any Prize. The Promoter makes no warranties, representations or guarantee either expressed or implied regarding any Prize including but not limited to any warranty of merchantability or fitness for a particular purpose.
28. In all cases the Promoter will not be held liable for any Prize if it does not reach the Winner for reasons beyond its control.
29. Each Prize is subject to:
- a. any rules and regulations pertaining to the claiming of such Prize in the Republic of Malaysia; and
  - b. the terms and conditions of any third party supplier of the Prize.
30. The Winner may be liable for any expenses not specified on the description of his/her Prize.

31. Each Participant shall indemnify the Promoter, its agents, employees, representatives, associates, affiliates, parent and subsidiary companies against any and all claim, losses, costs, damages, liability and expenses arising out of such Participant's breach of any of the Terms.
32. To the maximum extent permitted by applicable law, Promoter shall not be liable for any damage, loss, injury or disappointment suffered by any Participant entering the Competition or as a result of inability to participate in the Competition. You expressly understand and agree that your participation in the Competition is at your sole risk.
33. By entering, Participants agree that no claim relating to such losses or injuries (including special, indirect and consequential losses) shall be asserted against the Promoter, their parent companies, affiliates, directors, officers, employees or agents for any and all losses, damages, rights, claims and actions
34. Each Participant, by entering the Competition, expressly releases the Promoter from any claim, action or demand arising out of or in connection with the Competition or the Prize, if any. In particular, each Participant acknowledges that elements of the Prizes may be provided by third parties over whom the Promoter have no control, and acknowledge that the Promoter accept no responsibility for any claims, actions or demands arising out of or in connection with such elements of the Prize.
35. The Promoter shall not assume any responsibility for incorrect or inaccurate capture of Participant's information. This will include but is not limited to technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of: any telephone or computer line or network, computer equipment, software or any combination thereof.
36. If, for any reason, the Competition is not capable of running as planned, including but not limited to the reasons of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration security, fairness, integrity or proper conduct of the Competition, the Promoter reserves the right to disqualify any individual who tampers with the entry or performance process, and to cancel, terminate, modify or suspend the Competition, all without question or need for communication to said party and without the Promoter being liable to said party in any way.
37. In the event of any dispute arising or relating to the Competition, the Promoter agrees to use best endeavours to resolve the dispute promptly and amicably, by good-faith negotiation.

### **General**

38. Any provision of the Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of that prohibition or unenforceability. That does not affect the validity or enforceability of that provision in any other jurisdiction nor invalidate the remaining provisions of the Terms.
39. The law applicable to the Terms is the law of Singapore and the courts of Singapore will have exclusive jurisdiction in case of any dispute arising out of or in relation to the Competition.

## THE PROMOTER'S DATA POLICY

Your entry and/or performance into/in the Competition requires you to provide certain personal information (including, but not limited to, as applicable, your name, email address, social media handle(s), postal/shipping address and/or telephone number) (the "**Data**"). If you do not provide your Data, your entry and/or performance into/in the Competition will be invalid and you will not be able to participate in the Competition.

This data policy describes how the Promoter will deal with your Data.

### Retention of Data

1. The Promoter:
  - a. will not retain the Data longer than is necessary for the fulfillment of the purpose for which the Data was provided;
  - b. will take such steps as are reasonably practical to protect the Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction; and
  - c. may store and/or transfer the Data outside the Republic of Malaysia.

### Use of Data

2. The Promoter:
  - a. may use the Data for purposes of the Competition. This may include displaying the Data on or through the internet;
  - b. may use the Data for such promotional, marketing, publicity, research, profiling, authentication and verification purposes as the Promoter sees fit, including but not limited to the promotion of the Promoter's businesses, products and services;
  - c. will provide the Data for gain in monetary terms or other property, to such affiliates and unaffiliated third parties as the Promoter sees fit (including but not limited to agents, contractors, promoters, service providers, prize suppliers and as required by applicable law);
  - d. may authorize such affiliates and third parties to use the data for such promotional, marketing, publicity, research, profiling, authentication and verification purposes as such affiliates and third parties see fit, including but not limited to the promotion of their respective businesses, products and services; and
  - e. will not use the Data for any purpose other than those specified above.
3. In relation to 2(b) and 2(d) above, you consent to being sent promotional and/or marketing material and/or offers via email, sms, direct mail, telephone or otherwise from the Promoter, its affiliates and unaffiliated third parties.
4. You may within thirty (30) days after provisioning of the Data write in to the Promoter indicating your objection to the use of the Data for the purposes defined in this policy, failing which, you will be taken not to object to the Promoter's use of the Data for such purposes.

### Access to Data

5. You may at any time write in to :
  - a. request access to a copy of your Data;

- b. request correction of your Data; and/or
- c. withdraw your consent to your Data being used for particular purposes.

**Contacting the Promoter**

You must submit any request under (4) or (5) above, or any complaint relating to your Data to [ficmymarketing@fox.com](mailto:ficmymarketing@fox.com).