

 **GOXUAN GRADUATION SONG**

**TERMS AND CONDITIONS**

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|  | **Organiser** | **ASTRO RADIO** **SDN BHD** |
|  | **Radio Station** | GOXUAN  |
|  | **Brief Description of Campaign**  | This is a Campaign organized by GOXUAN to recruit listeners to submit school-related photos of themselves and their friends. If selected by the Organiser, the submitted photos will be used / featured in a music video created by the Organiser.  |
|  | **Eligibility Criteria** | This Campaign is open to all Malaysian citizens aged 12 years old and above who possess valid Malaysian Identity Cards.This Campaign is not open to employees/vendors/contractors and their immediate family members (spouse, children, parents, brothers and sisters) 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, and their affiliates and partners.  |
|  | **Campaign Period** | The period for submissions is from 11 October 2021 – 24 October 2021 The Organiser reserves the right to vary, extend, postpone or re-schedule the Campaign Period or any dates thereof at its sole discretion.  |
|  | **Entry Procedure** | The Participant must log on goxuan.my, upload their school-related photos and write some words of encouragement to their friends.  |
|  | **Selection** | The selected Participants’ photos will be used / featured in a music video created by the Organiser.  |
|  | **Additional Terms** | 1. Nothing herein shall be construed to impose any commitment by the Organiser to select the Participants, and the Organiser may in its absolute discretion reject or refuse any submission for any reason whatsoever. Any decision made by the Organiser with regard to the Campaign shall be final and the Organiser shall not entertain any appeals or queries by the Participants against its decision.
2. By submitting an entry, the Participants agree to be bound by and acknowledge that they have read, understood and agreed to the terms of the Privacy Notice available on www.astroradio.com.my and consent to the processing of the personal data of the Participants by the Organiser and to the publishing of their personal data on public platforms for purposes including but not limited to promotional advertising and marketing.
3. The Organiser reserves the right to amend, delete or add to these terms and conditions without any prior notice at any time, and by making a submission, the Participant agrees to be bound by the terms and conditions as amended, deleted or added.
4. The Organiser and their affiliates or partners expressly disclaims any and all liability relating to this Campaign. The Participants agree to indemnify and hold the Organiser and their affiliates or partners harmless to the fullest extent from any and all manner of claims, demands, damages, losses, liabilities, costs and expenses, third-party claims, intellectual property claims, reasonable attorneys’ fees, consultants’ fees and court costs, whether direct or indirect, consequential or foreseeable related to their participation in the Campaign.
5. All concepts, audios, videos and/or any other product or material in any form and format created, recorded and produced by the Organiser pursuant to the Campaign (collectively, “**Works**”) (if any) shall belong solely and exclusively to the Organiser, and the Organiser shall be the sole owner of all intellectual property rights of the Works. The Participants does not acquire any right in the Works and shall not use the Works for any other purpose without prior written approval from the Organiser.
6. By submitting an entry, the Participants agrees to assign and grant to the Organiser 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 derivate works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to the details/photo/video submitted and waive the benefits of any moral rights in the details/photo/video. The Organiser and their affiliates or partners, shall have the sole right (but not the obligation) to use, upload or publish the details/photo/video and/or to incorporate it in other works in any media and platform at its sole discretion for any purposes including promotional advertising and marketing purposes without any royalty payment whatsoever to the Participants.
7. The Participants also agree that the Organiser and their affiliates or partners shall have the right to use their name, sobriquet, autograph, likeness, photograph, portrait, caricature, silhouette, voice in connection with the Campaign or any part of it including for the Organiser’s airtime or online, commercial, advertisement, publicity, merchandising, publishing, or music publishing endeavours.
8. Where the Eligibility Criteria permits participation of persons under the age of 18 years old, the Participant must obtain the consent of his/her parent or legal guardian in order to be eligible to participate in the Campaign. The Organiser considers it the responsibility of parents and/or guardian to monitor their children’s participation in this Campaign. The parents and/or guardian may at the absolute discretion of the Organiser be required to sign an indemnity in the form required by the Organiser as a precondition to their child’s entitlement to participate in the Campaign.
9. Submissions are subject to local laws and regulations and vetted by internal censorship processes. Any offensive submissions will be disqualified. The Participant must either be the copyright owner of the photo/video/story uploaded by the Participant or have gained permission from the copyright owner to upload the photo/video/story. The Participant must have a parent or guardian’s consent for children currently under the age of eighteen (18) years old to appear in photos or video footage and for those to then be uploaded to social media.
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